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The Solicitors' Journal.

LONDON, NOVEMBER 30, 1867.

AT LAST the courts have decided that the 5th section of the New County Court Act does not come into operation until the first of January. On Saturday, counsel for the defendant showed cause against the third rule which the Court of Common Pleas had granted upon the point, and after hearing him, and without calling on the plaintiff's counsel to argue in support of the rule, the Court made it absolute. On Monday, the Court of Exchequer expressed the same opinion, and we believe the Court of Queen's Bench have also done so. Thus the construction we put upon the Act some time since has been held to be the true one. In the meanwhile a considerable number of plaintiffs have been vexatiously delayed in obtaining their costs, and another instance has been given of the confusion caused by our present system of law making, on which we commented in an article last week. At the same time it is but fair to say that the present difficulty was so slight a one, that a wrong decision or even a doubt on the subject was scarcely possible anywhere but at judges' chambers, and until business there is done in a less hurried fashion than at present, it is almost too much to expect our law-makers to produce statutes which may not occasionally be misconstrued.

THE NEW RULES which the judges were empowered to make under the Act of last session, and under which, after the first of January next, a large portion of the business of the judges at chambers will be transacted by the Masters, were read in the courts on the last day of term. We print them at length in another column. It will be seen that certain excepted matters are reserved for the judges, and everything else is to go before the masters, they having power to send any case before the judges, and there being also a power of appeal to a judge. We think no doubt can be entertained that the matters in the excepted lists are all properly reserved for the judges, but a mere perusal of the list (to which it must be remembered will be added all the difficult cases of pleading arising before the masters and sent over by them to the judges as well as the appeals) affords we think an ample justification for the opinion we expressed in the summer that the labours of the judges at chambers will not be very materially lessened. It is worth notice that the rules, as well as the statute under which they are made, only relate to acts which, at the time of the passing of the statute, might have been done by a judge. Therefore all applications under the new County Court Act will have to be made to a judge. We understand that although no definite arrangement has yet been made, it has been proposed that one judge for all the three courts, instead of one for the business of each court, shall attend at chambers on the same days and times as now. This is equivalent to estimating the future business of the judges at one third of what it is now, which we think is much too little. Perhaps, however, it is premature to discuss this point until the arrangements to be made are announced. Whether the lists of matters reserved for the judges

includes all it should do, may perhaps be doubted, considering the many Acts which various statutes empower "the Court or a judge" to do, but of course accidental omissions can be rectified by new rules from time to time as occasions require, and we may be sure that the masters will not be slow in sending over to the judge all cases of any peculiarity. The principal matter left for the masters seem to be granting time to plead, &c., allowance of pleadings, and changing venues. There cannot be much doubt that pleading points of any difficulty will in most cases come before a judge either by way of appeal or by direction of the master, and therefore the change will at all events do little harm. It may however be questioned whether, if this be the case, the function of the masters in the matter of allowing pleadings will not be almost useless. It would seem a much simpler plan to allow any pleadings of which the parties wished to avail themselves, to be delivered without leave in the first instance, leaving it to the opponent to apply to have such as were objectionable disallowed. In conclusion we may state our opinion that if the effect of the new rules is to be that one judge is to sit regularly throughout the day at chambers hearing summonses in all of which counsel appear before him, which seems not at all unlikely to be the result, it would be far better in every way that he should sit in court, and transact the business in public and with some show of order. This however is too wide a subject for present remark, and may be the subject of future comment.

THE SCRUPLES felt by the Dean of the Arches (Sir Robert Phillimore) to hearing the St. Alban's Ritual case, on the ground of his having been one of the counsel for Mr. Mackonochie previously to his appointment to his present office, having been overruled by the rule absolute granted last week by the Court of Queen's Bench, prohibiting the surrogates to whom he had delegated the hearing of the cause (Sir Travers Twiss and Dr. Robertson) from hearing the same; it now remains for him to allow the arguments to proceed before himself alone. The promoter of the proceedings, whose counsel originally objected to Sir R. Phillimore sitting alone as judge in the case, now expresses his wish that the proceedings should go on before him, a course to which, of course, Mr. Mackonochie's advisers take no objection. The hearing of the case has accordingly been fixed for Wednesday, the 4th proximo, in the Arches Court at Westminster. We understand that the case of *Simpson v. Flamank*, which is also pending in the same Court, and in which questions similar to those raised in the St. Alban's case are *sub judice*, in connection with the parish church of East Teignmouth, in Devon, will also be brought before the Court on the same day with the view of ascertaining whether the two cases cannot be heard together. The charges brought against Mr. Flamank, in addition to those alleged against Mr. Mackonochie, viz., 1, the elevation of the consecrated elements; 2, the burning of the two lights on the altars; 3, the mixture of the Chalice; and 4, the use of incense also comprise charges to the effect that Mr. Flamank places the alms upon a stool by the side of the Communion Table instead of on the table itself, and that a word is omitted in the last prayer of the morning and evening service. The principles, however, which will govern the judicial decision in both cases are substantially the same, and whatever course may be adopted as to the actual hearing of the causes, there can be no doubt but the ultimate decision of the Judicial Committee of the Privy Council in the St. Alban's case will practically settle all the questions raised in the other case.

THE LENGTH of some comments made by us last week upon the ante-nuptial "settlement policies" lately issued by the Norwich Union Life Assurance Society prevented our doing more than raise the question how far such provisions, if post-nuptial, would be valid. Those among our readers, therefore, who are interested in this ques-

tion will not be sorry to find it discussed in a letter from the author of the above scheme, which we have printed in another column. He seems to dispose satisfactorily of an objection, that the settlement might be incomplete, and therefore as a voluntary gift, inoperative, an objection indeed which we confess we should hardly have thought of raising, and we quite agree with him that a voluntary settlement ought not to be liable to be set aside by creditors, at any rate under the statute of Elizabeth, unless some intent by the debtor to defraud his creditors can be shown directly or by reasonable inference. A proposition was, however, asserted by Lord Westbury in a case of *Spiro v. Willows*, 13 W. R. 329, that if the remedy of a creditor, to whom the debtor was indebted at the date of the settlement, was thereby defeated or delayed (which of course would always be the case if the debtor, before such creditor was paid, became insolvent), it was immaterial whether the settlor was then solvent or not, or whether or not any intent to defeat his creditors could be shown to have existed. This proposition has, we believe, been since assented to, and it seems to be recognised in the judgment of Vice-Chancellor Malins in the recent case of *Smith v. Cherrill*, 15 W. R. 919, that no proof was required that it was the intention of the settlor that the creditors should be defeated or delayed, but that intention would be inferred if they were defeated or delayed.

These dangers, however, are common to all post-nuptial settlements; there are some special objections peculiar to the forms of settlement adopted by the above society, which we indicated in our article of last week. Upon these points we shall be happy to receive any comments which the author has to offer, and need hardly say that our remarks are merely intended, by way of friendly criticism, to promote the efficiency of the scheme.

SOME SIX OR SEVEN WEEKS AGO an objection was raised before a revising barrister at Liverpool that a particular notice of objection had not been properly signed, the objector having stamped the paper with an engraved facsimile of his signature, the revising barrister held that this was a valid signature under the statute, and disallowed the objection. The question has recently been brought, upon appeal, before the Court of Common Pleas, who upheld the decision of the revising barrister.

WE PRINT, in another column, the letter which has been addressed by the Digest of Law Commissioners to the several Inns of Court.

"The Commissioners now propose, with the authority of Her Majesty's Government, to proceed with the preparation of specimen digests, such as they have recommended, of certain portions of the law," and have selected for this purpose the following subjects:—

1. Bills of exchange, including promissory notes, bank-notes, and cheques.
2. Mortgage—including lien.
3. Rights of way, water, and light, and other easements and servitudes.

Each of these subjects is to be handed over to a member of the bar who may associate with himself another barrister to be nominated by him and approved by the Commissioners. The remuneration for the work will they think be best left to the determination, after completion, of three of the Commissioners. There seems no objection to this latter plan. It would be very difficult to fix beforehand upon any precise system of remuneration, and much more so to decide upon a particular sum, and we may regard it as a certainty that the work will be properly and fairly paid for.

The Commissioners also,

"With a view to their guidance in the selection of gentlemen for this purpose, suggest that any member of the bar willing to undertake the preparation of one of the specimen digests, should, on or before the last day of Hilary Term next, send in to the Commissioners

(under cover to me) a statement of such his willingness, accompanied with

1. A general summary, in an analytical form, of the whole matter of the law comprised under the head chosen by him.
2. A small subdivision of the same worked out in detail, as an example of the mode in which he would propose to fill up the outline furnished by his analytical summary.
3. Any general observations he may think relevant respecting the execution either of the portion of the digest that will embrace the particular subject chosen by him, or of the digest generally.

As to the feasibility of the "suggestion" here offered to the bar, there are various opinions. The Commissioners want to get hold of able men who are good lawyers, and to ensure that the work shall be entrusted to none but competent heads. Probably one of the advantages which suggested itself to the framers of the suggestion, was the excuse which it would afford them of disregarding the vast mass of testimonials and recommendations with which they would doubtless be inundated. This certainly would be an advantage (if the Commissioners really need the shelter of an excuse), but they have hardly secured it for themselves, since they do not in any manner bind themselves to accept any of the candidates who may send in specimens of their workmanship. This also cuts another way, for no one would like, after taking the pains to compile a "general summary in an analytical form of the whole matter of the law," on one of these three heads, to discover that after all there had been no such thing as competition, and that the prize, apparently competed for, would be, by a foregone arrangement, bestowed in another quarter. This appears to be the weak point of the "suggestion":—A competition is suggested, and there is no guarantee that there will be anything to compete for. It may be said, however, that, by restricting themselves to competitors, the Commissioners would be depriving themselves of the services of some of the ablest men. Men, with much to occupy their time, will think twice before they undertake the difficult task for which only two months are allotted; if this be so, why have any competition at all? The advantage of competition is supposed to be that it brings out the best men; but if it must, *a priori*, fail to do that, there seems little reason for resorting to it.

It is easier, however, to find faults than to make "suggestions." If the Commissioners had, as some think they should have done, have at once selected a few men of admitted ability and left it to them to pick out their subordinates and assistants, they would have done little more than shift the burden on to other shoulders. The subject is a difficult one to manage, there are objections to nearly every course which can be suggested, and we may well suspend our judgment until the pudding is presented to us for proof.

The time allowed for the completion of the papers on the selected subjects is certainly very small; the labour to be undergone will be very great, but we must own that as regards labour, we feel much for those who will have to look through these papers. It is bad enough to have to look over students' papers at an examination. But that pales before the task which the Commissioners will have to undertake. It must be remembered too, that in order to form an adequate opinion of any gentleman's work, it will be necessary to look up all the authorities cited by him under the second of the proposed heads; for one of the most important tests will be the manner in which he has extracted the pith of decided cases, and no one can say whether or not another man has or has not arrived at what a particular case decides, unless he himself has also perused the reports.

SIR COLMAN O'LOGHLEN has introduced his Libel Bill again into the House of Commons, and it has been read once; the second reading being postponed until the 12th of February next. It will be remembered that this bill nearly became law in the beginning of the year,

and was only lost for want of time. We examined its provisions in some detail, as the changes it proposed to effect are of great importance. The terms of the new bill now introduced are the same as those of the bill of last year, except that the one now before the House of Commons contains an important provision which was not in the bill of last session as amended in committee. It provides "that no action or prosecution shall be maintainable for the publication of any defamatory matter in any newspaper, &c., if such defamatory matter shall form a portion of a true and fair report of a debate in either House of Parliament." This section introduces a provision that seems fair enough, but it is necessary to point out this change in the bill, because, whether the alteration is, or whether it is not, an improvement, it is most desirable that it should be fully considered, and not passed *sub silentio* in consequence of its existence being unknown.

THE SECOND meeting of the jurisprudence department of the National Association for the Promotion of Social Science will be held on Monday, at 8 p.m., when a paper "On the measures necessary for putting an end to the abuses of Trades Unions" will be read by Mr. Frederick Hill. Mr. W. Overend, Q.C. will preside.

COUNTY COURTS.—I.

Amongst the many changes which year by year are now taking place in our legal system, there is perhaps none which is more significant of the direction in which these changes are tending than that which has been caused by the creation of the new county courts, and by the subsequent steady increase of their jurisdiction. Most of the other legal changes which have been produced by recent legislation either affect the law which is to be administered by, or the procedure under, the present judicial system, but they do not threaten any sweeping alteration of that system.

In the legislation affecting the county courts the case is far otherwise. These courts are gradually acquiring a more extended jurisdiction, and the time seems approaching when they will have exclusive cognisance of many of the less important classes of suits. If it be that the tendency of modern legal reform still is to give county courts powers even more ample than they now possess, it cannot be doubted that the change which is thus being introduced is one of the most important character. It is the commencement of an entire alteration in the old system, brought about by the gradual establishment of courts throughout the country which shall have exclusive primary jurisdiction over all causes within the local limits which may be assigned to them. If such a change as this should take place, it would in effect be the substitution of district courts, such as exist in France and other European countries, for the central system which we now have here, by which all actions and suits must (subject of course now to the County Courts Acts) be commenced and prosecuted in one of the courts sitting at Westminster or at Lincoln's-inn.

In another point of view the creation of the county courts is also important, as we now have in them courts which administer both law and equity, a power which no other courts in the country possess. Here again may be perceived the germs of an entire alteration in our system of administering law.

Besides the interest that may be felt on this account, in the gradual growth of the new county courts, their jurisdiction is a matter of importance to all those concerned in the practice of the law, and this is so especially since the passing the County Courts Act of the last session. This Act has given rise to much comment, and it has been thought by some, although we are not of that number, that it will cause very great changes in some branches of practice. It will at all events introduce some changes, and the present time therefore seems very favourable for a short review of what really is within, and

what is not within, the jurisdiction of the modern county courts.

These courts owe their existence entirely to statute law. They were first erected in the year 1847, under 9 & 10 Vict. c. 95. They are sometimes called new county courts, to distinguish them from the old county court, or *schyremote*, which was an ancient court, incident to the jurisdiction of the sheriff. In the Saxon period of our history, this court was one of great importance, and had for its judges the Bishop, the Earl, and the principal men of the shire. Its importance subsequently diminished very much, but it had jurisdiction until the creation of the new county courts, in certain cases when the debt or damage was of very small amount. Although this court cannot now discharge any functions of a judicial nature, it still exists for some unimportant purposes.

The new county courts were first established, as we have said, by 9 & 10 Vict. c. 95, and since then there have been no less than nine Acts passed, more less affecting their jurisdiction. Portions of these Acts have been repealed by the County Courts Act, 1867, (30 & 31 Vict. c. 142) and the repealed sections are enumerated in schedule C. of this Act. These Acts themselves are collected in schedule D. and are with the Act of 1867 to be construed together as one Act, and it is by the provisions of these ten statutes alone that county courts are governed. The Act of 1867, however, does not come into operation until the first of next January.

County Courts are courts of record, and have (or rather will have, after the 1st of next January) jurisdiction over all actions where the plaintiff does not seek to recover more than £50, except actions for malicious prosecution, defamation, seduction, breach of promise of marriage, and actions in which the title to any corporeal or incorporeal hereditaments shall come in question, when the value of the lands or hereditaments in dispute shall exceed the annual value of £20, or in the case of easements or licences where the value of the lands or hereditaments in respect of which the easement or licence is claimed on or through, over, or under which such easement is claimed, shall exceed the sum of £20 per annum. And except also actions in which the validity of any devise, bequest, or limitation under a will or settlement may be disputed. County Courts have also, under the new Act, jurisdiction in ejectment, where the value of the land sought to be recovered does not exceed the annual value of £20. There is also a provision in section 23 of the County Courts Act, 1856, that with respect to any action that may be brought in any superior court of common law any county court shall have jurisdiction to try such action if both parties so agree by memorandum signed by them or their attorneys.

In some of the actions just mentioned, county courts have not had jurisdiction until the passing of the Act of 1867, which, it must be remembered, will not come into operation until next year. Up to the present time county courts have had no jurisdiction in ejectment except in cases between landlord and tenant, where a landlord sought to recover possession of his land after the expiration of a tenancy, and where neither the annual rent nor value of the land exceeded £50. In these cases a claim for rent or for mesne profits might also be added. A similar jurisdiction also existed where half a year's rent was in arrear, and no sufficient distress could be had. This jurisdiction still remains, and to it is added, by section 11 of the Act of the last session, jurisdiction in all actions of ejectment, subject to the limitations before mentioned. The courts have now also power (which they did not before possess) to bring any action in which the title to any corporeal or incorporeal hereditament shall be in question, subject to the same limitations as to value as in the case of ejectments. These are the only cases in which the jurisdiction of the county courts is directly increased, although, by the abolition of the concurrent jurisdiction, and by some of the other provisions of the late Act, a wider scope will be given to the exercise of the powers already

conferred upon them. The jurisdiction in replevin remains the same as it was before the Act, except so far as it may be increased by the effect of section 12 giving power to try actions where title comes in question, where neither value nor rent of property exceed £20.

County courts have also an equitable jurisdiction. They can inquire into any demand not exceeding £50 in respect of an unliquidated balance of a partnership account, or of a distributive share of personal estate under an intestacy, or of any legacy under a will. This jurisdiction, which was given by the old County Court Acts, has been much increased by the County Courts Act, 1865.

Under this statute (coupled with section 9 of the County Courts Act, 1867), county courts have all the powers of the Court of Chancery in eight different classes of proceedings, where the property involved does not exceed £500 in value. These cases are—1. Suits by creditors, legatees, &c.—2. Suits for the execution of trusts—3. For foreclosure or enforcing any charge—4. For specific performance of, or the delivering up, or cancelling or reforming of, agreements of sale or lease—5. Proceedings under the Trustee Relief Acts, and the Trustee Acts—6. Proceedings relating to the maintenance or advancement of infants—7. Or for the dissolution or winding up of any partnership—8. Or in certain cases for orders in, the nature of injunctions.

The jurisdiction thus given to the county courts cannot, like that of the superior courts, be exercised generally over the whole country but is subject to local restrictions. Section 1 of the Act of 1867 enacts that a plaintiff may be entered in the county court in the district of which the defendant, or one of the defendants, dwells or carries on business at the time of action brought, or (by the leave of the judge or the registrar,) in the county court within the district of which the defendant, or one of the defendants dwelt or carried on business at any time within six calendar months next before the time of bringing the action, or in the county court within the district of which the cause of action wholly or in part arose.

The words of the Act of 1865, would, if construed strictly, give equitable jurisdiction in all specific performance suits, where the property is under £500 value. And so far as this jurisdiction (*quantum valeat*) was open before the Act of 1867, it is not removed by the amending section (s. 9) of the Act of 1867.

The rules for choosing the proper county court in which proceedings in equity should be commenced under the Act of 1865, are laid down in section 10 of that Act. Proceedings relating to land are to be taken in the county court within the district of which the lands are situate. Proceedings under the Trustee Acts, and in partnership cases in the county court of the district within which the persons making the application dwell, or where the partnership carried on its business respectively. Proceedings for administration in the county court for the district where the deceased resided or where the executors or administrators reside. Proceedings for specific performance or for the delivering up or cancelling of agreements and all proceedings in any suit under this Act not otherwise provided for, are to be commenced in the county court in the district of which the defendants or one of them reside.

Beside the ordinary actions and the equitable proceedings above-mentioned, which may be commenced in a county court, there are many other proceedings under particular statutes which may be carried on there instead of in a superior court. Such, for instance, are proceedings to recover duties or penalties up to a certain amount under the Customs Acts. Judges of county courts have also jurisdiction in certain specified cases to arrest vessels, and proceedings for salvage and proceedings under the Metropolitan Building Act, the Nuisances Removal Act, the Friendly Societies Act, and in many other cases, may, subject of course to the special provisions of the statutes giving such jurisdiction, be had in county courts. It would, however, occupy too much

space to examine, or even to mention in detail, these heads of jurisdiction. In order to ascertain what power the county court has in any particular class of these cases, reference must be made to the statute creating the jurisdiction.

SCIRE FACIAS AGAINST RAILWAY SHAREHOLDERS.—No. I.

We have recently remarked upon the numerous applications which have been made to the Courts of Common Law during the last two years by creditors having judgments against insolvent railway companies, for leave to issue execution against holders of shares not fully paid up. As the subject is one of personal interest to a considerable portion of the community, and is not we think generally very well understood, the recent decisions seem worthy of more particular comment than we have as yet given them. The applications are made under the 36th section of the Companies Clauses Consolidation Act, which enacts that "if an execution has been issued against the property of a company, and there cannot be found sufficient whereon to levy such execution, then such execution may issue against any of the shareholders to the extent of their shares not then paid up. Provided that no such execution shall issue against any shareholder, except upon an order of the Court made upon motion in open Court after sufficient notice in writing to the persons sought to be charged, and upon such motion such court may order execution to issue accordingly." It was decided in *Nixon v. Green*, 4 W. R. 209, (confirmed in the Ex. Ch. 6 W. R. 772) that the word "then" referred to the time when sufficient could not be found, that is to say in ordinary cases to the time of the return of *nulla bona*. In that case the shareholder sought to protect himself by showing that he had transferred his shares to another person between the time of the motion being made and the issuing of the *scire facis*, and it was decided that he could not do so, upon the ground that the word then had the meaning above stated. This decision therefore establishes that wherever at the date of a fruitless execution against the company any person holds shares not fully paid up, execution may be ordered against him to the amount which so remained to be paid up, even if he has afterwards paid up or transferred his shares. The mere statement of this proposition is sufficient to show that it must have been intended to give the Court some discretion in the matter, and it is impossible that the legislature could have meant that where payment had been made *bona fide* with no intention to defraud the creditor, the Court should still be bound, if the requirements of the statute had been complied with, to order execution to issue and so oblige the shareholder to pay twice over. Yet it was for a long time doubted whether the Court had any discretion in the matter, and in *Hill v. London and County Insurance Company*, 5 W. R. 7, and *Moriss v. Royal British Bank*, 5 W. R. 158, the Courts appear to have held, not without hesitation on the part of some of the judges, that they had no discretion. The decision in those cases may however be supported although some of the propositions laid down by the judges in general terms may not be strictly accurate when applied to other facts; and in *Scott v. the Uxbridge and Rickmansworth Railway*, 1 L. R. C. P. 598, 14 W. R. 893, Willes, J., says that all that was meant in those cases was that if the creditor has a just claim, the Court cannot refuse to enforce it. The learned judge no doubt meant a just claim against the shareholder and not against the company. The whole tenor of the recent decisions is to the same effect. Thus, in the case last mentioned of *Scott v. The Uxbridge Railway*, the Court discharged a rule where the shareholder had, before the motion, but after notice, tendered the amount claimed under protest. In *Shrimpton v. The Sidmouth Railway, Serle, Ellis, and Millington's cases*, the Court of Common Pleas allowed the shareholders to raise a kind of equi-

able defence, the substance of which was that the plaintiff himself ought to be considered the owner of a considerable number of shares in the company, and so was a debtor to the company instead of a creditor. The Court enlarged the rules and directed further affidavits to be filed setting out more fully than was done at first the facts as to these shares, and ultimately, on the 23rd of November, they made the rules absolute on the ground that the defence was not made out. The remarks made by the judges, and the fact of their having enlarged the rule, show that in their opinion, if the defence had been made out, they might in their discretion have refused the plaintiff the remedy which he asked for, notwithstanding that he had complied with the requisites of the statute. Again, on the 7th November, the Court of Queen's Bench, in *Kernaghan v. Dublin Grand Trunk Railway, James' case*, 16 W. R. 107, discharged a rule for a *scire fac*, on the ground that since it had been granted another rule had been made absolute against the same shareholder at the suit of another creditor, and a *scire fac* issued, and that after this the shareholder had paid the other creditor without waiting for execution to issue. It does not quite appear from the notices of this case already published whether this decision proceeded on the ground that the payment had been made sufficiently under compulsion of a competent authority to bring the case within the principle of *Wood v. Dunn* in the Exchequer Chamber, 2 L. R. Q. B. 73, 15 W. R. 180, or whether the Court held that they had discretion under the circumstances not to order an execution to issue, notwithstanding that, at the date of the return of *nulla bona*, Mr. James had held shares not fully paid up. We apprehend there is no doubt that, if this case did not come within the principle of *Wood v. Dunn*, 14 W. R. 84, 1 L. R. Q. B. 73, the decision might yet be supported on the ground of a discretionary power in the judges not to order execution to issue under the circumstances. Upon a comparison of all the cases it appears to us that the action of the Courts in the matter is to some extent discretionary, for, unless it is so, many of the recent decisions are in contradiction to *Nixon v. Green*, which, it must be remembered, is a decision of the Exchequer Chamber. That this discretion is qualified to the extent suggested by Mr. Justice Willes, viz., that the Court cannot refuse to enforce a just claim, is, of course, obvious, but this really amounts to little more than saying that the Court cannot exercise its discretion arbitrarily or capriciously. The ordinary process by which the Courts direct execution to issue is by a *scire facias*, but it will be noticed that the Act of Parliament says nothing about this, and although it was at one time considered that a *scire facias* was necessary, it is now established by *Burke v. The Dublin Trunk Railway Company, Miller's case*, 16 W. R. 107, that it is not necessary, and where there is sufficient reason, such as the consent of a shareholder who has no defence, the Court will order execution to issue without. We have some further remarks to make upon the best course a shareholder who is served with a notice of motion under the Act can take, and as to his liability to pay costs, but our space compels us to defer them to a future occasion.

THE DIGEST OF LAW COMMISSION.

The following circular has been addressed to the treasurers of the Inns of Court by the Digest of Law Commission; copies have also been forwarded to those gentlemen who had sent in applications for employment upon the Digest.

Digest of Law Commission,
2, Stone-buildings, Lincoln's-inn,
22nd November, 1867.

Sir,—I am directed by her Majesty's Commissioners for inquiring respecting a digest of law to state to you, for the information of the benchers of [Lincoln's Inn, Inner Temple, Middle Temple, Gray's Inn], that the Commissioners in their first Report to the Queen gave it as their opinion that a digest of law is expedient, and recommended that a portion of the digest, sufficient in extent to be a fair specimen of the

whole, should be in the first instance prepared, which specimen they submitted might be conveniently executed under their superintendence.

The Commissioners now propose, with the authority of her Majesty's government, to proceed with the preparation of specimen digests, such as they have recommended, of certain portions of the law.

The subjects they have selected for this purpose are the following:—

1. Bills of exchange, including promissory notes, bank notes, and cheques;
2. Mortgage, including lien;
3. Rights of way, water, and light, and other easements and servitudes.

The Commissioners are desirous to obtain for this undertaking the co-operation of the bar, and they accordingly propose to intrust the preparation of a specimen digest of the law under each of these heads to a gentleman of the bar, to be selected by them, with liberty to him to associate with himself another member of the bar, to be nominated by him and approved of by the Commissioners.

The gentlemen selected will be required to execute the several specimens in conformity with the views expressed in the Commissioner's first report, and their work will be subject to the general superintendence of the Commissioners.

The specimens when completed, and approved of by the Commissioners, will be reported to her Majesty, with the names of the gentlemen by whom they have been executed.

With regard to remuneration, the Commissioners do not consider themselves to be as yet in a position to determine on the amount, and they think that, on the whole, the most acceptable course to the profession will be, that the sum to be paid for the preparation of each specimen should be fixed after its execution, by a committee of three of the Commissioners, for which purpose the Commissioners propose to nominate their chairman (Lord Cranworth), Sir James Wilde, and Mr. Reilly.

The Commissioners, then, with a view to their guidance in the selection of gentlemen for this purpose, suggest that any member of the bar willing to undertake the preparation of one of the specimen digests, should, on or before the last day of Hilary Term next, send in to the Commissioners (under cover to me) a statement of such his willingness, accompanied with

1. A general summary, in an analytical form, of the whole matter of the law comprised under the head chosen by him.

2. A small subdivision of the same worked out in detail, as an example of the mode in which he would propose to fill up the outline furnished by his analytical summary.

3. Any general observations he may think relevant, respecting the execution either of the portion of the digest that will embrace the particular subject chosen by him, or of the digest generally.

The Commissioners would not object to more than one gentleman combining in executing one of the specimens, and accordingly joining in preparing and sending in the papers indicated.

I am directed to send herewith the accompanying 20 copies of a volume containing the first report of the Commissioners and other papers; and I am to beg that the benchers of [Lincoln's Inn, Inner Temple, Middle Temple, Gray's Inn] will be pleased to bring the same, with this letter, under the notice of the members of the Bar who belong to that Society.

I have the honour to be,

Sir,
Your very obedient Servant,
GODFREY LUSHINGTON,
Secretary.

The Treasurer of the Honourable Society of
[Lincoln's Inn, Inner Temple, Middle Temple, Gray's
Inn].

RECENT DECISIONS.

EQUITY.

SUSPENSION OF THE STATUTE OF LIMITATIONS.

Seagram v. Knight, 15 W. R. 1152.

In this case Lord Chelmsford ruled that where, after the Statute of Limitations had begun to run, the remedy

had been suspended, the operation of the statute itself was capable of suspension.

There are not very many cases upon the subject, but there are distinctions which it is as well to notice between the cases which give rise to contentions in favour of suspending the operation of the statute.

These may be classified as follows:—

1. Cases in which the Court is asked to declare that the statute has never commenced running in consequence of the remedy never having become available.

2. Cases in which the statute having commenced running, and proceedings having been instituted within the required time, those proceedings have been interrupted from some unavoidable cause, and the court is asked to allow those proceedings to be revived so as to take away the application of the statute.

3. Cases like the present, in which the statute having commenced to run, and no proceedings having been instituted within the required time, the Court is asked to declare that the operation of the statute has been suspended in consequence of some interim suspension of the remedy.

1. With reference to the first of these divisions, it has been held that until there was in existence some person capable of suing, no "cause of action" could be said to have "accrued" so as to start the statute. In *Murray v. The East India Company*, 5 B. & Ald. 204, for instance, the action was by an administrator upon a bill of exchange payable to the intestate, but not accepted until after his death, and Abbott, C.J., delivering the judgment of the Court of King's Bench, said, "We think that it cannot be said that a cause of action exists unless there be also a person in existence capable of suing," and accordingly the Court held in that case that the statute did not begin to run until the grant of administration brought such a person into existence.

2. Where proceedings have been commenced, and are interrupted by circumstances beyond the control of the plaintiff or his representatives, the suit may be revived. *Jolliffe v. Pitt*, 2 Vern. 694, was rather a strong case of this kind. There plaintiff and defendant were both abroad when the debt accrued; plaintiff returned in 1702, brought an action and continued suing, ("continued on the roll") for four years, and in 1705, died. In 1710 his will was proved and a bill was filed against the executors in 1714. The Lord Chancellor, Lord Harcourt, considered that the statute "was not to take place" (the *ratio decidendi* is not given). It would be out of place here to discuss the question, after what lapse of time will the Court allow of revivor in such cases; and the two classifications above indicated have only been mentioned here for the sake of distinguishing from the present case, two descriptions of cases which involve in reality quite a distinct question.

In the third class the case of the plaintiff is much weaker than in either of the other two. Such a contention seems to have been very seldom raised, and that probably in consequence of its having been ever considered established law that the operation of the statute could not be suspended in such a case.

In *Doe d. Durore v. Jones*, 4 T.R. 308; upon a question whether or no the five years allowed to an infant to make an entry for the purpose of avoiding a fine could, after once commencing to run, be suspended by some subsequent disability, Lord Kenyon said "I never heard it doubted until the discussion of this case, whether, when any of the statutes of limitation had begun to run, a subsequent disability would stop their running . . . I am very clearly of opinion that on the words of the statute of fines, on the uniform construction of all the statutes of limitations down to the present moment, and on the generally received opinion of the profession on the subject, that this question ought not now to be disturbed.

In *Rhodes v. Smethurst*, 4 M. & W. 42, after the statute had begun to run, the debtor died, and in answer to a plea of the statute, the plaintiff alleged that by reason

of litigation respecting the right to probate, there was no executor for him to sue until the six years had elapsed. The case was very fully argued, a quantity of cases were cited applicable to the first two classes into which we have divided this subject; but no authority was produced which amounted to a precedent for the plaintiff in the case before the Court. The Court decided against the plaintiff's contention. Lord Abinger was very clear on the point, as follows: "We have both authority and reason for concluding that the period of time from which the computation is to begin is when the action accrued; and that when the statute has once begun to run, any portion of time in which the parties are under disabilities must nevertheless form part of the six years. There is no doubt, whichever way we decide a question not provided for by the Legislature, the imagination may suggest cases of considerable hardship; but a Court of Law ought not to be influenced or governed by any notions of hardship; they may require legislative interference, but cannot modify the rules of law." Bolland, B., concurred (though not without doubt), on account of the previous belief of the profession, and the absence of authority the other way. Alderson and Gurney, B.B., concurred entirely. Up to the present time, then, it has always been held, at law, that in cases of the third of these three classes, the operation of the statute, when once commenced, cannot be suspended by any subsequent disability. In the two former classes this may be otherwise, but those are distinct and different cases, and are not to be confounded with cases of the third class.*

It was suggested by the court in *Rhodes v. Smethurst*, that the Court of Equity may sometimes relax the operation of the Statute of Limitations, although at Common Law its running cannot be suspended. Though equity "follows" the law, there are principles upon which, to ensure justice and avoid hardship, it evades—rather than relaxes, the operation of rules of law. Thus while at common law the appointment of a debtor to be executor to the creditor releases the debt, equity will hold the debtor a trustee of the amount of his debt for creditors, and even for a residuary legatee or next of kin. And to cases in which equity evades the operation of common law rules by a constructive trust, we may add those in which she effects the same end by means of the maxim which requires every one to come into court with clean hands, and forbids one to profit by his own wrong. We are not aware, however, of any cases in which either of these principles has been applied to suspend the operation of the Statute of Limitations. Where there has been actual fraud the case is, of course, an exceptional one, to which the ordinary rules do not apply.

In the principal case, *Seagram v. Knight* (*ubi sup.*), a tenant for life had tortiously felled timber in 1842-3-4; the remainderman died in 1844, leaving an infant heir-at-law, who did not attain his majority until 1865; the tenant for life became his legal personal representative and lived till 1864. The infant heir-at-law filed his bill on attaining his majority. The statute had thus commenced running when the tort-feasor, obtaining this administration, became at once the person to recover and the person from whom recovery was to be made. Here certainly was a hard case—the remedy totally suspended in consequence of the wrong done having acquired this double character. It appears to us that the Court would have been justified in evading the operation of the statute by refusing to allow the

* There is an old case of *Prideaux v. Webber*, 1 Levinz, 31, in which it was rejoined, to a plea of the Statute of Limitations, "that certain rebels had usurped the King's Government, and none of the King's courts were open." But the Court (K.B.) held that the statute was a good bar, because there was no exception in the Act of such a case. At the time of the Revolution, there was a period of ninety-two days during which no Courts sat, and special provision was made for this occurrence by the Act 1 W. & M. c. 4, which enacted that the period between Dec. 10, 1688, and March 12, 1689, should be excepted from the operation of the Statute of Limitations.

REVIEWS.

An Elementary view of the Proceedings in a Suit in Equity : with an Appendix of Forms. By SYLVESTER JOSEPH HUNTER, B.A., of Lincoln's-inn, Barrister-at-Law. Fourth edition, by GEORGE WOODFORD LAWRENCE, M.A., of Lincoln's-inn, Barrister-at-Law. London : Butterworths.

A fourth edition of "Hunter's Suit in Equity" calls for some notice on our part. This book has now maintained for so long a time the position of a standard manual for the use of law students, that there is little for us to say respecting its general scope. The work is intended for beginners and the design is very excellently carried out. Everything is there which ought to be placed before the learner, and yet the book is not encumbered with references and details which would serve merely to embarrass him ; the arrangement is also very clear. Since the issue of the first edition in 1853, two successive editions, besides the present, have been prepared by Mr. Lawrence, the present editor, a sufficient guarantee that the book has answered the end for which it was intended. The second edition was issued shortly before the Companies Act, 1862, came into operation, it was, therefore, necessary to supply, in the third edition, a slight alteration to the section on winding-up. Since then the county courts have acquired an equitable jurisdiction, which is succinctly treated of in a separate chapter. Upon this point, by the way, we think a little explanation should have been given of the precise effect of clause 4 of the 4th section of 23 & 29 Vict. c. 99, as interpreted by the cited case of *Wilcock v. Marshall*, 15 W. R. 333. This edition is also brought up to the present date by the insertion of reference to such material cases as have been decided since the last edition ; and in this respect the work appears to us to be well written and well edited, so as to avoid the fault so common in elementary books of encumbering the book with matter foreign to the purpose. Since this edition was forwarded to us for review we have also received from the publishers an *addenda*, comprising in three pages a concise summary of the statutes of the last session which affect the jurisdiction or practice of the Court of Chancery, viz., the Sales of Land by Auction Act, the Court of Appeal in Chancery Despatch of Business Act, the Court of Chancery Officer's Act, the Railway Companies Act, the Companies Act, 1867, and the County Court Acts Amendment Act.

The Law Magazine and Law Review ; a Quarterly Journal of Jurisprudence. No. XLVIII., November, 1867. London : Butterworths.

Our space this week allows of but a brief notice of the November number of the *Law Magazine* which contains a great deal which is well worthy of a lawyer or indeed a layman's perusal. A short article on French Codes and English Digests, strikes us at the present juncture as particularly worthy of attention. The writer gives a short but interesting history of the Code Napoleon and looks forward to the production, under the auspices of the Royal Commission, of, not indeed a code, but a digest which may prepare the way for a code. Another article on the "Constructive Criminality of Contracts" deprecates the universal application of the rule *ex dolo malo non oritur actio* to cases of illegality arising from the non-compliance with some statutory formality. An article on the necessity of further parliamentary reform is also worthy of attention, and Mr. Chisholm Anstey contributes a lengthy paper entitled, "Historic points in the Laws relating to Women."

COURTS.

LORD CHANCELLOR'S COURT.

Nov 25.—*Davies v. McHenry*.—Certiorari to the Mayor's Court.

Freeing applied *ex parte* for a writ of certiorari to the Mayor's Court, under the following circumstances :—

On October 30th, the defendant McHenry, describing himself as of Paris, banker, filed a bill in the Mayor's Court against the plaintiff, Mrs. Davies, stating circumstances under which Mrs. Davies, then of Paris, but since then of Wales, had become indebted to him upon a bill of exchange and a cheque drawn by her which he had discounted ; that McHenry commenced an action on the common law side of the Mayor's Court for the amount, and attached Mrs. Davies's

defendant to profit by his own wrong in not restoring the amount to his intestate's estate after assuming the character of administrator, but the decision of Lord Chelmsford, though perhaps unconsciously actuated by this principle, proceeded on another *ratio decidendi*, viz., that the operation of the statute could be suspended. The only authorities with which his Lordship fortified this decision were the old cases of *Needham's case*, 8 Coke, 135, and *Wankford v. Wankford*, 1 Salk. 299 ; cases which establish that where administration is committed to a debtor the remedy is suspended, though not extinguished. But these cases have no reference whatever to the effect of the lapse of the time during which the remedy is so suspended, and the decisions proceeded upon a distinction between the nature of the office of executor and that of administrator. The decision in *Seagram v. Knight* is also unsatisfactory, for this curious reason, that the counsel for the Statute of Limitations, if we may use the expression, were not heard before the judgment was delivered. The plaintiff's claim included the proceeds of various cuttings of timber prior to those above mentioned ; compared with these the sum arising from the latter cuttings was but small. Lord Chelmsford, without hearing the respondent's counsel, decided against the appellant, the plaintiff, in respect of the larger sum, upon another ground, and without hearing the respondent's counsel as to the smaller claim, proceeded to decide for the appellant upon that head. Thus on this point the respondent's counsel had an adverse decision pronounced, without having had the opportunity of offering any argument. They did, indeed, after the judgment, cite *Rhodes v. Smethurst*, *ubi sup.*, but Lord Chelmsford, after glancing at that case, said that his opinion, though not, perhaps, so strong as before, was still to the same effect.

With the result of the decision we are quite satisfied, believing, as we have already said, that it may be maintained upon the principle of not allowing a wrong doer to profit by his own wrong. On this ground, we think, the Court of Equity may, agreeably with its established usages, perhaps suspend the operation of the statute ; but we think it at least questionable whether mere hardship would induce the Court to do so. From the general principle laid down we must with deference dissent, except so far as applicable to the consideration last mentioned. Further than that, we do not think that *Seagram v. Knight* is to be regarded as an authority.

In America it seems to be an established doctrine that the operation of a statute of limitation of actions cannot be suspended after it has once begun to run. There appears, however, to be some tendency in the American Courts to relax this rule ; and the *Western Jurist*, extracting *Seagram v. Knight* from the *Weekly Reporter*, adds an editorial note, to which we are much indebted, referring to a case of *Jordan v. Jordan*, Dudley (Ga.) 132, in which it was held that "while an executor or administrator is exempt by law from suit, the statute ceases to run against a claim upon the estate." In *Ogden v. Blackledge*, 2 Cranch, 279, it was laid down that as between British creditors and United States debtors, the operation of the statutes of limitation was suspended during the war of independence. And in a recent American case of *Insurance Company v. Stewart*, which we report in another column, it was held by Gibbs, J., in the Circuit Court of Maryland, that during the late rebellion as between members of contending States, the operation of those statutes was suspended, notwithstanding that the statute in question might have already begun to run.

We have now indicated, at considerable length, bearings of the important point involved in *Seagram v. Knight*. We hope it may ere long receive again the consideration of the Court. It certainly is a point of some nicety, involving as it does the necessity of steering between the Scylla of hardship to the plaintiff, on the one hand, and the Charybdis of hard-case-made bad law on the other ; and bad law we must remember may be as hard to future litigants as the strict law to the present.

balance (£80) at her banker's in the City of London; that Mrs. Davies pleaded coverture, in consequence of which McHenry had to submit to a non-suit; that Mrs. Davies on October 26, served McHenry with a notice that she should, on October 28, apply to have the £80 which had been so attached paid out of court. And the defendant McHenry's bill prayed (1.) A declaration that Mrs. Davies was indebted to him as aforesaid; (2.) that it might be declared that she had separate estate out of which the same might be paid;

(5.) that Mrs. Davies might be restrained from receiving the said £80 out of court, and that the same might be decreed to remain in court, to abide the directions of the court touching the same; (6.) that Mrs. Davies might set forth and discover the full particulars of her separate estate and moneys over which she had control, whatsoever and wheresoever, with the particulars of all deeds, writings, and documents in her possession, control, or knowledge, whatsoever and wheresoever, thereunto relating. Mrs. Davies's husband was not made a defendant to this bill. Mrs. Davies was served with a warning or writ of summons in this suit on October 30th, but had not appeared.

On November 23rd a bill in chancery was filed on behalf of Mrs. Davies by her next friend, McHenry and her husband being made defendants.

This bill stated the defendant McHenry's bill, and the other facts above-mentioned, and proceeded to say that at the filing of the defendant McHenry's bill in the Mayor's Court, neither the plaintiff, Mrs. Davies, nor her husband, nor the defendant McHenry, were resident within the jurisdiction of the Lord Mayor's Court, and that the cause of action did not come within the jurisdiction, unless, in the opinion of this Court, the same might be considered to have arisen within such jurisdiction by reason of the said bill of exchange and cheque having been drawn respectively upon Foster & Payne, and Roberts, Lubbock, & Co., both of the city of London, and that the plaintiff, Mrs. Davies, had not then or now any separate estate or property within the jurisdiction of the Mayor's Court, unless, in the opinion of this Court, the £80 paid into court as above-mentioned was to be considered separate property of hers within such jurisdiction.

And the bill prayed:—That his Lordship would please to grant a writ of *certiorari* to be directed to the said Lord Mayor of the city of London, and his brethren, the Aldermen of the said city, thereby commanding them to certify and remove the said bill of complaint, with the process and all proceedings thereon, into this honourable court, and to stand to observe and perform such order and decree therein as the circumstances of the case should require.

Upon this bill,

Freeling now moved, *ex parte*, for a writ of *certiorari*. These cases of *certiorari* were rather uncommon; and the last was the case of *Conat v. Barr*, 2 Russ. 161. The law relating to them was laid down in Maddox's Chancery Practice. It appeared in this case, upon the bill of the plaintiff in the Mayor's Court, that the Mayor's Court had no jurisdiction, unless this Court thought that the £80 gave the Mayor's Court jurisdiction.

LORD CHELMSFORD, C.—But why should not you plead to the jurisdiction of the Mayor's Court?

Freeling.—By the 15th section of the Mayor's Court of London Procedure Act, 1857, 20 & 21 Vict. c. clvii, it is enacted that no objection is to be taken to the jurisdiction of the Court, except by plea; and here, the plaintiff stating on his bill that both he and the defendant are out of the jurisdiction, this would amount to a demurrer.

LORD CHELMSFORD, C.—Take the writ, *periculo tuo*.

Freeling.—The defendant being out of the jurisdiction of this Court, your Lordship will allow substituted service upon his attorney?

LORD CHELMSFORD, C.—Certainly.

Solicitors, Cookson, Wainwright & Co.

LORD JUSTICE ROLT.

Nov. 21.—Application for leave to appeal, notwithstanding that the time for appeal had been suffered to elapse.—*Re the Rees River Silver Mining Company*.—This was an application for leave to appeal against an order of the Master of the Rolls, made in the winding-up of this company, notwithstanding that the three weeks allowed by section 124 of the Companies' Act, 1862, had expired.

The order in question was made on May 16, 1867, passed on June 4, and entered on June 5. Instructions were then

laid before counsel, on behalf of the present applicants, to settle notice of appeal. The draft was received by his solicitor on June 15. The applicant was at this time in ill-health, and had gone abroad for that reason, without leaving his address with his solicitor, and was obliged to communicate with him through his son, which occasioned delay.

The solicitor, by a slip, allowed the three weeks to elapse without serving notice of motion for leave to appeal; but on June 27 an application was made to the Lords Justices, who granted leave to serve notice of motion for July 4, conditionally upon an affidavit being filed by July 1, explaining the cause of the delay. Upon this application nothing was stated respecting the illness of the applicant.

On June 28, the solicitor wrote to the applicant, through the son, stating what had been done, and that the affidavit must be filed. There was not, however, time for the reply to be received early enough to save the motion. During the Long Vacation the applicant became dissatisfied with his solicitor, and substituted another in his place, and, in October, he, for the first time, became aware of the position of this affair.

On the 1st day of term, leave was obtained from the Lord Chancellor to serve notice of the present motion.

Dickenson, Q.C., in support, contended that this was a case in which the innocent client ought not to be allowed to suffer for his solicitor's neglect. When the solicitor wrote to him on June 28th, he well knew that the affidavit could not be returned in time to save the motion. The case was purely one of hardship to a principal from the neglect of his agent, and there was no third parties whose rights could be injuriously affected by the granting of redress.

ROLT, L.J., without calling on *Graham Hastings*, who appeared *contra*.—The solicitor's neglect may be a good cause for granting an extension of time; I do not say it is or is not. But here a solicitor duly instructed, applies after time, and files an affidavit, which states nothing about the age or illness of the client, but gives other reasons which satisfy the Court. Leave is granted upon condition of filing an affidavit, whether, on or by the applicant himself is not clear, but I assume by the applicant. The Court was not told about any further difficulty. There was negligence in the applicant's not instructing his solicitor where he was to be found.

The application must be refused with costs.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

Nov. 28.—*Re Stoffel*.—This was an application for release from custody by a bankrupt who had been outlawed in the ordinary course upon judgment.

It was contended in support that the outlawry was an act of bankruptcy; and *contra*, that the outlawry could not claim the protection of the Court, or present a petition.

HIS HONOUR held that the objection was valid, and refused to order the release.

GENERAL CORRESPONDENCE.

ATTORNEYS' CLERK.—23 & 24 Vict. c. 27.

Sir,—Your correspondent, "Managing Clerk," asks what is the nature of the service referred to in the 4th section of the Attorneys' Act. Having had occasion to consider this question on a former occasion, I searched in every possible quarter for something in the shape of a decision, or even judicial or official opinion on the subject, but in vain. The language of the section itself offered me the only clue, and it guided me correctly. I think the application of it to your correspondent's case will probably enable him to draw a correct conclusion. The section defines, after a fashion, the "nature of the service required." It enacts that any person who either before or after the passing of the Act shall for the term of ten years, have been *bona fide* clerk to an attorney, solicitor, or proctor, and during that time shall have been *bona fide* engaged in the transaction and performance, under the direction and superintendence of such attorney, &c., of such matters of business as are usually transacted and performed by attorneys, &c., and who shall produce to the examiners, satisfactory evidence that he has faithfully, honestly, and diligently served as such clerk, &c.

Now the question is whether, in the case put by a Managing Clerk, the service mentioned by him consisted of the transaction and performance of such matters of business as are usually transacted and performed by attorneys. As to the last eight or nine years there cannot be much doubt. As to the time during which A. acted as copying clerk, there is, I apprehend, considerable doubt. I don't think, in the first place, that copying could be regarded as the transaction or performance of such matters of business as usually occupy the attention of attorneys. If it had been only an occasional duty, it would of course be quite another thing; but having been his daily and only duty I don't think it would satisfy the word of the Act. In the next place, let us suppose that it would satisfy the section so far as two years, then it would follow as a logical consequence that the same species of service for ten years would entitle a person to the benefit of the section. That conclusion however is too preposterous to be entertained for a moment.

It is, however, not unlikely that an equitable view would be taken of such a case, and I think it may be very fairly urged that the time spent as copying clerk was usefully spent. The merest routine work of an attorney's office may impart a knowledge of details which may be frequently found very useful; and I am not sure that copying may not be attended with similar advantages. I do not think it would be at all necessary for a person to have been in the position of managing clerk during the prescribed time. That would be, as it were, an over fulfilment of the condition; and the fact of a person's having acted in that capacity for eight years (and *a fortiori* for nine would, no doubt, be considered in deciding the question. Such a position being more important than that of an ordinary clerk, the period so spent ought to be taken into account in considering the sufficiency of the previous service, and it occurs to me that it would be very likely it would be regarded, (other considerations combining) as affording an equivalent for what may be deemed wanting in the person's status during the previous period.

LEX.

SETTLEMENT POLICIES.

Sir,—As some interest appears to be excited by the proposal of the Norwich Union Life Insurance Society to issue policies in a novel form, and to which the name of "settlement policies" has been given, it may not be uninteresting to your readers to state what will be the effect of such instruments in the opinion of the draftsman by whom the forms have been devised and settled.

As regards ante-nuptial settlements, little need be said except that the transaction amounts to something more than an agreement for a settlement, since, by the form adopted, the office through its directors agrees to become trustee of the fund for the benefit of the objects of the trust, and a regularly constituted trust is therefore created. Such a transaction will be unimpeachable when supported by the marriage consideration on the one hand, and the money consideration of the payment of the premiums on the other.

Dismissing this question as beyond dispute, I proceed to the more difficult case of post-nuptial, or, as I would prefer for the purpose of this letter to call them, voluntary settlements. Now, in creating a voluntary settlement, there are two objects to be attained—(1) to avoid leaving the settlement incomplete and liable to failure by the operation of the doctrine of imperfect gifts; and (2) that it should not be open to impeachment by creditors.

Now, on the first point, it will be in the recollection of all your legal readers that the cases have been such that it is not even now entirely clear that the voluntary assignment of a policy by deed, although followed with every formality of notice and delivery of the documents to the trustees, is sufficient to create a valid settlement. The assignment of a *chose in action*, operating only in equity as a contract, and the courts declining to enforce voluntary contracts, it has been held that the assignment fails, and with it the trusts. I am of course aware that this reasoning is narrow, and contrary to the better opinion, of which the best expression may be found in the case of *Kekewich v. Manning*, 1 De G. M. & G. 176; but nevertheless it is not yet obsolete, and the point is not touched by the Policies of Assurance Act, 1867, which avoids making policies assignable at law, but gives the person entitled in equity to receive and give an effectual discharge for the assurance money a right of action at law. On the other hand, it is equally clear that there is no difficulty in the creation of a voluntary trust, and

that when a trust is created the Court will fasten upon it, and will not inquire into the consideration. "You may constitute one a trustee for a volunteer," said Sir William Grant, and indeed in all cases in which the assignment has failed, the courts have expressly guarded themselves against the supposition that they intended to throw any doubt upon the validity of voluntary trusts. Now, this is exactly what the office proposes to do in these policies, namely, to constitute itself a trustee for these volunteers. The fact that a valuable consideration in the shape of the premiums moves as between the settlor and it, does not affect this part of the case, except to confirm the transaction as against the office. On these grounds it is submitted that the form of the instrument is correct and complete.

Secondly, as regards creditors, and more especially as to the effect upon the policy of the bankruptcy of the settlor. Now here it is clear that the whole question is as to his good faith. A man has a perfect right to deal with his property as he may think fit, and the right to give it away has been rightly termed one of its necessary incidents, but at this point the law steps in and says that a man shall not make a fraudulent disposition of his estate to injure his creditors. If a man in solvent circumstances chooses to give away a portion of his property, not thereby rendering himself unable to meet his engagements out of the residue, there is nothing in the world to prevent him.

The entire question is as to the good faith of the settlor; if there is no intention on his part to defraud, or at least no necessary evidence to imply that there was such an intention, of which the Court or a jury will be the judge in case of dispute, the settlement cannot be impeached and subsequent creditors cannot complain. The law on this point is statute law, depending primarily on the 13 Eliz. c. 5, which provides that "every gift made to delay or defraud creditors or others, shall as against such persons be utterly void," and, secondly, upon the Bankrupt Law Consolidation Act, 1849, s. 67, and the Bankruptcy Act, 1861, s. 70, which provide that a fraudulent transfer or gift made with the intent to delay or defeat creditors, whether by a trader or other person shall be an act of bankruptcy, and still further, upon s. 126 of the Act of 1849, which provides that if any bankrupt, *being at the time insolvent*, shall (except upon the marriage of any of his children, or for valuable considerations), have transferred to any of his children or any other person any portion of his property of the kinds enumerated, the Courts shall have power to order the same to be sold for the benefit of his creditors. It will be observed that traders and other persons are placed on the same footing, and in all cases the transfer must be fraudulent to be within the Acts. It seems indeed that the question whether an instrument is fraudulent under the Bankruptcy Acts must depend upon whether it is fraudulent within the Act of Elizabeth, under which it may be said that to set aside a voluntary settlement it must be shown that the settlor was at the time in such circumstances that inability to pay his debts was actually existent or reasonably to be apprehended by him, so that a presumption may arise that the settlement was made with the intent to hinder creditors; that indebted or not indebted, and the extent to which the settlor was indebted, are merely evidence from which the Court will presume that such a presumption does arise, and hence the existence of trifling debts due at the date of the settlement, if it could be shown that the settlor was then abundantly solvent, would not be sufficient to set aside the deed—*Skarf v. Souby*, 1 Mac. & Gor 364. It would be easy to amplify this letter into a treatise and to multiply cases, but I fear that it has already reached an inconvenient length. I will therefore adduce no further authority than to cite the case of *Dunlop v. Johnson* in the House of Lords in the present year (L. R. 1 H. of L. Scotch Appeals, 109), which, although a Scotch appeal, contains a clear statement of the law as it exists both in England and Scotland, and which appears to be the same in both countries, with the sole exception, that in Scotland the life interest of the wife in a voluntary settlement, *stante matrimonio*, is revocable by the husband, and to this extent only, namely, as to the income of a fund during their joint lives, a voluntary settlement was there set aside.

Now, to apply these doctrines, it is contended that a settlement policy is a reasonable transaction for any solvent man to enter upon, and that if he does so in good faith no future creditors can complain, and that in fact this is the law. It may, however, be said, but what is to become of the policy if the settlor becomes embarrassed and cannot fairly continue the payment of the premiums? and the

answer is that the instrument provides for this contingency by enabling the settlor to discontinue the payment and reduce the sum assured proportionately. The object of the office is to deal with the solvent man only, and during his solvency, and to act according to the law and not contrary to it, and it is considered that the settlement thus far is safe. If an insolvent person effects a policy of this nature, it is not the fault of the office, and he must take the risk of the claims of his assignees. In this respect it may be thought that this scheme contrasts favourably with that proposed by Mr. Shaw Leferve's bill of last session, which did not become law, and by which it was proposed that settlements upon wives and children might be made by nomination by indorsement on the policy, when the money assured should be paid to the nominee free from the claims of the settlor's creditors, provided that the settlor did not become bankrupt within a year from the date of the nomination, or die insolvent; a scheme which would actually tend to legalise fraud.

In concluding, I desire to observe that this system, "resting as it does," to use the words of Sir Loyd Kenyon, "wholly upon the moral duty of the husband to provide for his wife and children," is one which can scarcely prove other than a public benefit if worked with success. It will popularise the use of marriage settlements, and cause the creation of thousands of trusts of which the subject will not be a policy, the poor man's security, but realised property of every description. To do this it will require the support of that branch of the profession upon whom practically it rests to advise the public as to the disposition of its property, and this support it is hoped that it may receive.

C. J. BUNYON.

LEGALITY OF WEARING THE BLACK GOWN IN THE PULPIT.

Sir,—Last Sunday I attended service in a parish church a short distance from London, on the occasion of the new Vicar thereof addressing his congregation from the pulpit for the first time. In the course of a very excellent address I was a little startled to hear him say, alluding to his preaching in his black gown, that it was illegal. Can this be so, is it possible then that thousands of clergymen are now acting illegally? Perhaps some of your readers will enlighten me on this important subject. A CONSTANT READER.

[The black gown is neither legal nor illegal; it is not a clerical vestment at all, any more than a bar-gown.—ED. S. J.]

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Nov. 22.—Lord Portman presented a petition from 3,000 inhabitants of Salisbury, complaining of the charge delivered some months ago by the Bishop of Salisbury at Bridport. The petition also prayed for the establishment of some tribunal by which such questions might be expeditiously decided. Lord Portman argued in favour of this view. Both the civil and the criminal laws were administered by such tribunals, and he could not see why they should not adequately administer the ecclesiastical law. In civil and criminal matters the case was first brought before an inferior court, which ascertained the facts and gave the best judgment it could upon those facts; but if that judgment were called in question, it was reviewed by the Court above, which decided upon the question of law, and then sent the case down again to the inferior court for final determination. The whole matter was thus reduced to a nutshell, and the case was decided speedily and inexpensively. If such a system were good in the administration of the civil and the criminal laws, why should not it answer in the administration of the ecclesiastical law? The fact was that the rules governing the ecclesiastical courts were established some 200 or 300 years ago, and were not fitted for the present time.

The Bishop of St. Davids objected to any measures for the establishment of new ecclesiastical courts.

Lord Portman said he did not ask for the establishment of any new tribunal, but merely that what was permitted in civil and criminal courts might be done in the ecclesiastical courts.

The Bishop of London thought that it would be well if our ecclesiastical courts were placed on a footing of greater harmony with the spirit of the other courts of the kingdom. He thought also that the framework of our ecclesiastical

courts was not one which stood in need of any considerable alteration, but that a more simple mode of procedure should be established in them, and that rules might be laid down for the transaction of the business in those courts such as the judges of the superior courts were enabled to lay down for inferior tribunals in civil matters. If such a course were adopted, and rules for the regulation of their proceedings were framed by the highest judicial and ecclesiastical authorities, as had been to some extent done already in Ireland, great waste of time would, he thought, be avoided, and much good accomplished, without effecting a revolution or even any great change in the ecclesiastical courts as they existed.

The petition was then ordered to be upon the table.

HOUSE OF COMMONS.

Nov. 24.—Sir Colman O'Loughlen's Libel Bill of last session (re-introduced) was read a first time.

A select committee was moved on the subject of Public Petitions.

Nov. 25.—Sir W. Hutt asked the Attorney-General whether, under the provisions of the Representation of the People Act, the overseers of the poor are required to place on the rate-book the names of all the occupiers of tenements whose rates before the passing of that Act were paid by the owner according to the provisions of the Small Tenements Act.

The Attorney-General thought the solution of the question would be found in the 7th section of the Act of last session, and in the interpretation clause; and that in cases to which the Act did not apply, it would be the duty of the overseers to put the occupiers on the rate-book.

The Metropolitan Traffic Act (1867) Amendment Bill was read a second time. Mr. Ayrton, Sir G. Bowyer, Alderman Lawrence, and Mr. Locke, suggested the repeal of section 6 of the Act of last session.

Bills by The O'Conor Don to Amend the law relating to the burial in Ireland of persons not belonging to the Established Church, and to Extend the Industrial Schools Act to Ireland, were read a first time.

Nov. 26.—Mr. Cave, in reply to Mr. Norwood, said that pending the report of the committee for inquiry into the operation and effect of the present constitution of the various Courts of Law and Equity, and of the High Court of Admiralty, and the Admiralty Court of the Cinque Ports, it would be inexpedient to introduce a measure for altering the jurisdiction of the Court of Admiralty, such as the bill of last session to which the hon. member referred. It was, however, under the consideration of the government whether clauses might not be inserted in the bill for Amending and Consolidating the Acts relating to merchant shipping, for the purpose of conferring additional Admiralty jurisdiction on local courts in certain cases.

The following bills were read a first time.

A bill by Sir R. Palmer, to amend the law relating to Sales of Reversions, the object of which we explained to be the abolishing in all sales made *bona fide* a rule of the Court of Chancery, that if full value were not given in the purchase of reversions the purchaser was liable to have the benefits of the purchase taken away from him.

A bill by Mr. Knatchbull-Hugessen, to amend the law relating to Turnpike Trusts.

(Re-introduced.) Mr. Sheridan's Railways Guards and Passengers Communication Bill.

Nov. 27.—The second reading of Sir C. O'Loughlen's Libel Bill was fixed for the 12th of February.

The report of supply (£2,000,000 for the Abyssinian Expedition) was confirmed.

Bills by Mr. Newdegate, for the Commutation of Church Rates, and by Mr. P. Wyndham, for the Local Assessment of Mines, were read a first time.

Nov. 28.—In reply to Mr. Goschen, the Attorney-General said it was the intention of the Government to introduce a measure for the amendment of the Bankruptcy Laws, immediately after the recess.

In committee on the Metropolitan Streets Act (1867) Amendment Bill. Mr. Hardy moved and carried a proviso omitting from the operation of section 6 of the Act, the space between the footpath and the carriage-way, so that it would be left open to the Metropolitan Board of Works to decide what should be done when these spaces should form part of the public roads, and the bill passed through committee.

Sir R. Palmer's Sales of Reversions Bill was read a second time.

Bills, by Mr. J. A. Smith, further regulating the sale of fermented and distilled liquors on Sunday in England and Wales; by Mr. Gladstone for the abolition of compulsory church rates; and by Sir C. O'Loughlin, to amend the law relating to the payment of bills of exchange and promissory notes falling due on Bank holidays, and to render the day after Christmas-day a Bank holiday, and also any other day that may be appointed to be observed as such by Royal proclamation, were read a first time.

IRELAND.

SOLICITORS' AND ATTORNEYS' INCORPORATED SOCIETY.

The usual half-yearly meeting of the members of the above society was held on Tuesday, in the Solicitors' Hall, Four Courts:

Mr. A. Barlow, Vice-President, presided.

The Secretary read the half-yearly report, and its adoption was moved and seconded.

Mr. Macredy referred to the abolition of the certificate duty, which, he said, could only be effected by vigorous and unanimous action. They had received aid in this work during the past year from their provincial brethren, and he hoped that next year the aid would be redoubled, so that they might commence the struggle early in the session. No doubt the bill was "choked" off last time by a "dodge" of the Government, but they hoped for a better result next time. He might mention as a fact of some interest that the society now possessed a corporate seal under the Act of Parliament.

Mr. Worrall drew the attention of the meeting to the difficulty experienced by the members of the profession in drawing money out of the Court of Chancery, which contrasted unfavourably with the mode pursued in the Landed Estates Court. He believed that if the matter were brought under the attention of the Lord Chancellor, he would not allow the abuse to continue.

Several gentlemen expressed their concurrence.

The proceedings were brought to a close with a vote of thanks to the chairman.

The Lord Chancellor has appointed Wm. Murray, Esq., A.M., barrister-at-law, to the office of Reader in his court, in place of Henry Darley, Esq., resigned.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

CIRCUIT COURT OF UNITED STATES, MARYLAND. *

Insurance Company v. Stewart.

Suspension of Statute of Limitation.

Statutes of Limitations are suspended during a state of war, as to matters in controversy between citizens of the opposing belligerents, notwithstanding that the statute may have begun to run before the war.

This was an action on a bill of exchange drawn in Memphis, in February, 1861, at sixty days, payable at a bank in Baltimore, and accepted; protested for non-payment in April, 1861.

Plea.—Statute of Limitations.

Replications.—1. That war existed when the cause of action accrued, and that three years had not elapsed between the close of the war and the commencement of the suit. 2. That the President of the United States declared war, against Tennessee by his proclamation of August 16th, 1861, which war, continued until by the proclamation of the President of June 13th, 1865, Tennessee was restored to the Union; and that the intervals of time which elapsed from the maturity of the bill to the beginning of the war, and from the close of the war to the commencement of this suit, did not together amount to three years.

General demurrer.

The opinion of the court was delivered by

Gibbs, J.—Unquestionably in this case *lex fori* prevails,

* This case is taken from the *American Law Register*, and is not appended by the Hon. Isaac F. Redfield, whose opinion is admitted to much respect, approves the exception which it makes to the general rule.

and not *lex loci contractus*; hence the court will apply the law of Maryland, which requires suit to be brought within three years: 1 Maryland Code, article lvi., sections 1 and 2.

In this law there are certain specified exceptions provided for, but it is a mistake to suppose that exceptions may not arise other than those mentioned in the statute. The law always supposes the existence of a party in being capable of suing; and if when the cause of action accrues there is no such party capable of suing, limitations do not begin to run until such a party comes into being. Hence if war had existed at the time this cause of action accrued, limitations would not have begun to run against plaintiff's claim until the war ended.

On the 7th of September, 1861, this court decided that the President of the United States had the right, by proclamation, to recognise the existence of a state of war; and that the war, from and after the date of such proclamation, existed between the states mentioned in the proclamation and the rest of the United States. Also that the late war, when so declared and recognised by the President's proclamation, became a civil war, and imposed upon both belligerents all the rights and consequences of such war. This was one of the earliest decisions in regard to our late civil war, and the principles there enunciated have since been fully confirmed by the Supreme Court of the United States in the Prize Cases: 2 Black. 635.

The justices of that court were unanimous as to all the consequences which resulted from a state of civil war, but the three dissenting judges were of opinion that the war began only after the proclamation of the President of August 16th, 1861, passed in pursuance of power conferred upon him by the Act of July 13th, 1861.

As regards the state of Tennessee, there can be no doubt that war existed in consequence of the proclamation of the President of August 16th, 1861, and not before, as that state was not included in the previous proclamations.

It is a well-settled principle that contracts made before war are only suspended by the war, whereas contracts made during war are void. This principle is fully recognised by the Supreme Court in regard to our late civil war.

In ancient times private property of alien enemies, and debts of every kind, were confiscated to the state. Happily all this has been changed in modern times; and now, while contracts made during war between alien enemies are absolutely void, being against public policy, private interests are protected, and *bond fide* contracts, made before the breaking out of a war, are suspended during its existence, but revive at its termination. To the honour of the United States and Great Britain be it said that these rights have always been respected by them.

It has been repeatedly decided by both State and Federal Courts that where, by a legislative enactment, parties are prevented from prosecuting their claims, the interval during which such prevention lasts is not to be counted as part of the time allowed by the Statute of Limitations. Now, the power to make war and peace is by the Constitution of the United States delegated exclusively to the Federal Government; and as during the war the plaintiff, being a corporation of the state of Tennessee, had no right to bring suit against the defendant, who was a citizen of Maryland, the Maryland Statute of Limitations was suspended during such period.

The general rule unquestionably is that where the Statute of Limitations has once begun to run, no subsequent disability will arrest it. But we have already seen that a legislative enactment suspends the running of the statute, and the same result follows from the declaration of war by the supreme power of the land.

For it is a well-recognised principle of the law of nations that the right of a creditor to sue for the recovery of his debt is not extinguished by the war, it is only suspended during the war, and revives in full force on the restoration of peace. A war then certainly existed between Tennessee and the Federal Government, from the President's proclamation of August 16th, 1861, and although a civil war, yet, accord, it to the decision of the Supreme Court in the Prize Cases (a carried with it all the consequences and disabilities of a public war, one of which (as we have seen) was the suspension of the right to sue during the war. It follows, therefore, that the plaintiff in this case could have instituted no proceedings in this court until peace was proclaimed by the President's proclamation of June 13th, 1865.

This suspension being by the exercise of the paramount

authority of the Government, cannot be held to work a forfeiture of the plaintiff's cause of action; but that his right to sue, suspended by the war, revived when it ceased. And as it has not been three years from the maturity of the cause of action to the commencement of the war, and from the termination of the war to the commencement of this suit, this suit is not barred by limitation, and the demurrer is therefore overruled.

The case being then, by agreement, submitted to the court, judgment is entered for the full amount of the plaintiff's claim, together with interest from the 26th of April, 1861, to the 16th of August, 1861, and from the 13th of June, 1865, to date, no interest being allowed for the time during which the war lasted.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

THE POLICIES OF ASSURANCE ACT, 1867, AND THE ASSIGNMENT OF CHOSSES IN ACTION.*

I premise that I have no private knowledge of the history of this Act or of its intention, except so far as the same may be gathered from its language. Having had occasion to consider it in order to make use of it, and having found it defective, or at least doubtful in construction, I record my views for examination and discussion.

The full title of the Act, "An Act to enable Assignees of Policies of Life Assurance to sue thereon in their own Names," is descriptive only of the first clause to which alone one preamble of the Act has any reference. In addition to that object the Act attempts to accomplish the following:—

1. To embody in a statutory form the rules of the Courts of Equity as to priority of notice.
2. To oblige insurance companies to give a formal acknowledgment of receipt of notices of assignments of policies.
3. To establish a short form of assignment.

The first clause of the Act provides substantially that the assignee of a policy of insurance may sue in his own name for the money secured by the policy, if at the time he brings the action he has a right in equity to receive and give an effectual discharge to the assurance company, and the operation of this first clause is made retrospective, the words being any person or corporation "now being" or hereafter becoming entitled, &c.

To ascertain how far this clause will alter the law and practice, let us consider what was the state of the law at the time of passing the Act.

The money secured by a policy of assurance being a *chose in action*, although directly assignable in equity, is only indirectly assignable at common law by means of a power of attorney from the assignor to the assignee.

The ordinary difficulties and defects of this roundabout mode of assignment are increased, in the case of a policy of assurance, by the doctrine that the power of attorney, which is at law the effectual part of the assignment is, notwithstanding it is coupled with an interest, revoked at law by the death of the assignor: *Watson v. King*, 4 Camp. 272, that is, it ceases just at the very time it is wanted to come into operation; and although a different construction prevails in Courts of Equity: *Spooner v. Sandilands*, 1 Y. & Coll. C. C. 390, yet the practice of insurance companies is, I believe, to require the concurrence of the executors or administrators of the assignor, whenever the assignment is by way of mortgage.

There is a solitary case of *Offley v. Gray*, reported only in 16 L. J. N. S. Ch. 512, in which the late Master of the Rolls ordered an insurance company to pay a mortgage, without the concurrence of the representatives of the mortgagor, but it does not appear to have affected the course of business.

This principle, that the money secured by a policy is not assignable at all at law directly, has not been duly considered by the framer of this Act, who seems to have thought that the necessity imposed on the assignor to sue in his own name was a defect of the present mode of assignment instead of being, as it is, the only mode by which, at law, the assignment can be made at all. What the clause ought to have done seems to me to provide that policies of insurance should be assignable at law, as well as in equity, so that the assignee might sue in his own name; and that, subject to the subsequent provisions as to notice and priority given by notice,

* A paper read at the Metropolitan and Provincial Law Association's annual meeting on the 6th ult. by Professor Johnson, of Birmingham.

every assignee of a policy of assurance should, unless expressly restrained, and as far as the assurance companies are concerned, have full power to sue and give effectual receipts for the money secured by the policy, and so to discharge the assurance company from all responsibility. It would seem to be more in accordance with recent legislation (see 22 & 23 Vict. c. 35, s. 23) and certainly more convenient, that an assignee of a policy of assurance should (unless the contrary be provided by the deed under which he claims), have as a matter of course the power which the first clause requires to be expressly given to him.

Passing over for the present the intermediate clauses, it will be here convenient to inquire whether, if we avail ourselves of the short form of assignment in three lines, which the Act provides by section 5 and the schedule, the assignee will be in a position to avail himself of the first section, and it seems to be clear that if his assignment is not absolute, but by way of mortgage, he will not.

It will be observed that under the first section the assignee must "have a right in equity to receive and a right to give an effectual discharge to the assurance company" for the moneys secured by the policy. The form of assignment given in the schedule contains no such express power. Section 5 does not confer it, and therefore an assignee in adopting the short form should be careful to ascertain that he has this power impliedly and altogether independent of this form of assignment.

Now assignments of policies seem to be divisible into three classes: (1) Absolute purchases, (2) Settlements upon trusts, (3) Mortgages.

As to the first kind of assignments, namely, absolute purchases, a power to give receipts in equity would no doubt be implied from the very nature of the transaction as vesting the whole legal and equitable estate (if those terms may be used as to a policy) in the assignee.

As to the second and third kinds of assignments, namely, settlements and mortgages, if the trustee or mortgagee is to have this power, and it be not expressed in the assignment, it must be because the case falls within some of the provisions of Lord St. Leonard's Act, or Lord Cranworth's Act.

The receipt clause in Lord St. Leonard's Act (22 & 23 Vict. c. 35 sec. 23) cannot apply to this case, first because it only refers to payments of "purchase or mortgage" money, and the money paid by the assurance company on a policy is neither the one nor the other; and, secondly, the interpretation (clause 25) confines the term mortgage to securities on landed property.

Lord Cranworth's Act, 1860 (23 & 24 Vict. c. 145) contains two provisions, section 12 and section 29. Section 12 only applies to mortgages of lands, but section 29 provides more extensively that the receipts in writing of any trustees or trustee for any money payable to them or him by reason or in exercise of any trusts or powers reposed or vested in them or him shall be a sufficient discharge. Although for some purposes a mortgagee is a trustee; yet, as in this same Act a different set of provisions are made for trustees, this latter clause will no doubt be confined to the case of trustees properly so called.

On the whole, therefore, it would appear clear that in that large class of assignments of policies by way of mortgage, the short form of assignment given by the Act would be unsafe, as it would neither give the assignee the benefit of the first clause, of suing in his own name, nor give him the right which a power of attorney would of suing in the name of the assignee at law, but would be a mere assignment in equity. In order that the short form of assignment should be of universal utility, it ought to have provided that it should have had the effect of entitling the assignee to sue in his own name and giving effectual receipts.

Returning now to the other sections of the Act, the second provides that equitable pleas and replications shall be admissible in all actions on policies, a provision which is of course absolutely necessary after the first clause has made the equitable title of the assignee to be a necessary part of his right to sue.

The third section is intended to accomplish three objects.

1st. To necessitate giving notice by an assignor as a condition precedent to his right to sue.

2nd. To regulate the priority of the rights of assignees by the priority of their notices.

3rd. To protect insurance companies against claims of which they have no notice.

The first part of the section is really another condition added to the one imposed by the first section, and taking

both sections together their effect is this—every assignee of a policy on or before the 20th day of August, 1867, may sue in his own name if he has a right in equity to receive the money; but, every assignee becoming such after the 20th day of August, 1867, may sue in his own name; (1) if he has a right in equity to receive the money; and (2) if he has given notice of his assignment to the insurance company.

The second and third parts of this section do not appear to do more than partially embody the well settled doctrines of courts of equity on the subject, which were:—

1st. That notice to the assurance company was necessary to perfect the title of the assignee of a policy, not only as against subsequent assignees for value, but also as against assignees in bankruptcy who were entitled to the policy as being in the bankrupt's order and disposition, unless and until notice had been given. See the recent cases of *Edwards v. Martin*, 14 W. R. 25, 1 L. R. Eq. 121, and *Green v. Ingham*, 15 W. R. 841. Against the assignor himself of course the assignment was always valid. 2nd. The date at which notice was given and not the date of assignment regulated the priorities of different assignees; and, 3rd, the insurance company were protected in equity from all dealings with a policy of which they had no notice.

This section has now, as to all assignments after 20th August, 1867, made giving notice a condition of the right to sue under section one.

In connexion with this provision, section 6 obliges every assurance company, on request in writing, and on payment of a fee not exceeding five shillings, to give a written acknowledgment of the receipt of any notice. In practice, I believe, assurance companies always do this, but if for the sake of public convenience it is desirable to oblige them to undertake this responsibility, there seems no reason why the provision should not have gone a step further and obliged insurance companies to state whether they had received any and what notice of any previous assignment. If the object were to give increased validity and confidence to dealings with policies, it is surely necessary that the intending assignee should have some means of protecting himself against any fraud on the part of the assignor by having the right to require information as to previous incumbrances; or otherwise the five shilling acknowledgment which he is entitled to under the Act may lull him into a false security.

By the 8th section policies and contracts under "The Savings Banks Annuities Act, 1853," "The Government Annuities Act, 1854," and "The Friendly Societies Act" are exempted from the operation of the statute.

The practical use of the Act seems to me to be that in future assignments of policies we may omit altogether the power of attorney, but that it is necessary in some cases, and advisable in all, to have a formal declaration that the receipt of the assignee shall effectually discharge the assurance company and relieve them from the responsibility of seeing to the application of the money secured by the policy.

The provisions as to notice do not make any alteration in the present practice, except that the notice must contain the date and purport of the assignment.

An important question is suggested by the principle of this Act, namely—Why should the legal assignment of debt be still complicated by the cumbrous machinery of a power of attorney? The antiquated reason given by Lord Coke 10 Rep. 48, that if chases in action were to be granted or assigned it would be the occasion of multiplying contentions and suits, of great oppression of the people, and the subversion of the due and equal execution of justice, has certainly ceased to have any force. If it had, such assignments ought to be prohibited altogether. All that this *effete* principle now does is, not to prevent such assignments, but to complicate them, and considering the enormous and increasing portion of the wealth of the country, which consists only in what are called "chases in action," it is high time that some simple and convenient mode of assignment were provided by the Legislature, and it would not be difficult to introduce into a short Act the rules as to giving notice and for the protection of the debtors, which has been carefully elaborated by the decisions of courts of equity. There can be no real distinction between a debt due on a policy of assurance and a debt due from A. to B. and the principle sanctioned in the one case must be followed in the other.

LAW STUDENTS' DEBATING SOCIETY.

A testator directs his executors to lay out a sum of £10,000 in the purchase of fee simple lands for the separate

use of his married daughter. Before the sum is so laid out the daughter directs the executors in writing to pay the money to her husband, to whom it was accordingly paid. The daughter dies during coverture—has her heir at law any right in respect of the fund against the executors or the husband? *Oldham v. Hughes*, 2 Atk. 452; *Taylor v. Meads*, 13 W. R. 394; *Lechmere v. Broderidge*, 11 W. R. 814.

At the Law Institution on Tuesday last the debate on the above subject was opened by Mr. Munton in the affirmative, but on a division the question was carried in the negative by a considerable majority.

LAW STUDENTS' JOURNAL.

PRELIMINARY EXAMINATIONS.

The preliminary examination in general knowledge will take place on Wednesday the 13th and Thursday the 14th May, 1868, and will comprise:—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English Grammar.
4. Writing a short English composition.
5. Arithmetic—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History—Questions on English history.
8. Latin—Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, Ancient or Modern. 3. French
4. German. 5. Spanish. 6. Italian.

The special examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the examination on the 13th and 14th May, 1868:—

In Latin—Cicero, *De Amicitia*, or Horace, *Odes*, Book III.

In Greek—Homer, *Iliad*, Book VI.

In modern Greek—Βενετίας 'Ιστορία τῆς Ἀμαρτίας, βιβλίον ζ'.

In French—Xavier de Maistre, *Voyage autour de ma chambre*, or Molière, *L'Avare*.

In German—Schiller, *Jungfrau von Orleans*, or Lessing's *Fabeln*.

In Spanish—Cervantes, *Don Quixote*, cap. xv. to xxx. both inclusive; or, Moratin, *El Sida de las Niñas*.

In Italian—Manzoni's *Promessi Sposi*, cap. i. to viii., both inclusive; or, Tasso's *Gerusalemme*, 4, 5, and 6 cantos; and Volpe's *Eton Italian Grammar*.

With reference to the subjects numbered 9, each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-upon-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the judges' orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

COURT PAPERS.

The following orders have been made under the Common Law Judges Chambers (Despatch of Business Act,) 1867.

"General rules of Michaelmas Term, 1867:—

"Whereas by the Statute made and passed in the session of Parliament, held in the 30th and 31st years of the reign of her Majesty, intituled 'an Act to provide for the better despatch of business in the chambers of the Judges of the Superior Courts of Common Law,' it is enacted that it shall be lawful for a majority of all the judges of the said courts, which majority shall include the two Chief Justices or one of the Chief Justices and the Chief Baron, from time to time, to make and publish general rules for certain purposes therein mentioned—

It is therefore ordered that the masters of the said Courts

of Common Law at Westminster be and each of them is hereby empowered and required to do all such things and transact all such business and exercise all such authority and jurisdiction in respect of the same as by virtue of any statute, or custom, or by the rules and practice of the said courts or any of them respectively, were at the time of the passing of the said Act, and are now done, transacted, or exercised by any judge of the said courts sitting at chambers, except in respect of matters relating to the liberty of the the subject, and except (unless by the consent of the parties) in respect of the following proceedings and matters, that is to say:—

All matters relating to criminal proceedings;

The removal of causes from inferior courts other than the removal of judgments for the purpose of having execution;

Prohibitions and injunctions;

The referring of causes under the Common Law Procedure Act, 1854;

The rectifying of omissions or mistakes in the register under the Joint Stock Companies Act;

Interpleader—other than such matters arising in interpleader as relate to practice only;

Discovery—whether by inspection of documents, interrogatories, or otherwise;

Reviewing taxation of costs;

Staying proceedings after verdict;

Acknowledgments of married women;

Leave to sue *in forma pauperis*;

Orders charging stock, funds, annuities, or shares, or dividends, or annual produce thereof.

"That in case any matter shall appear to the master to be proper for the decision of a judge the master may refer the same to a judge, and the judge may either dispose of the matter or refer the same back to the master, with such directions as he may think fit.

"That appeals from the master's order or decision shall be made by summons, such summons to be taken out within four days after the decision complained of, or such further time as may be allowed by a judge or master. The appeal to be no stay unless so ordered by a judge or Master. The costs of such appeal shall be in the discretion of the judge.

"That all summonses be issued by a judge as heretofore, but that orders by the Masters be made in their own names.

"That the scale of costs for all matters done by and before the masters shall be the same as are fixed for business done by and before the judges.

"That the same fees shall be taken in respect of business transacted before the master at chambers as are now taken when the same business is transacted before a judge.

"That these rules take effect on the 1st of January, 1868.

"A. E. COCKBURN.

"W. BOVILL.

"FITZROY KELLY.

"SAMUEL MARTIN.

"J. S. WILLES.

"G. BRAMWELL.

"W. F. CHANNELL.

"J. BARNARD BYLES.

"COLIN BLACKBURN.

"H. S. KEATING.

"JNO. MELLOR.

"G. PIGOTT.

"WM. SHEE.

"MONTAGUE SMITH.

"ROBERT LUSH."

COMMON LAW PROCEDURE ACT, 1854.

ORDER IN COUNCIL.

The following order has been issued by the Privy Council:—

18th Nov. 1867.—Whereas, by the Common Law Procedure Act, 1867, it is enacted that it shall be lawful for Her Majesty, from time to time, by an Order in Council, to direct that all or any part of the provisions of the said Act shall apply to all or any Court or Courts of Record in England and Wales, and that within one month after such order shall have been made and published in the *London Gazette*, such provisions shall extend and apply in manner directed by such order, and that any such order may be, in like manner, from time to time altered and annulled; and that in and by such order Her Majesty may direct by whom any powers or duties incident to the provisions applied under the said Act shall and may be exercised with

respect to matters in such court or courts, and may make any orders or regulations which may be deemed requisite for carrying into operation in such court or courts the provisions so applied.

And whereas it has seemed fit to her Majesty, by and with the advice of her Privy Council, that certain of the provisions of the said Act should be extended and applied to all the Courts of Record established under the provisions of the County Courts Act, 1846, and also to the City of London Court of Record, as constituted by the County Courts Act, 1867.

Now, therefore, her Majesty, by and with the advice aforesaid, is pleased to order, and it is hereby ordered, that the provisions contained in sections 50, 51, 52, 53, 54, 60, 61, 62, 63, 64, 65, 66, 67, 83, 84, 85, and 86 of the Common Law Procedure Act, 1854, shall apply to the said Courts of Record.

And her Majesty is further pleased, by and with the advice aforesaid, to direct that the powers and duties incident to the above mentioned provisions of the Common Law Procedure Act, 1854, with respect to matters in the said Courts of Records, shall and may be exercised by the judges of the said courts respectively, or their respective deputies; and to order that the statutes, rules of practice, orders, and forms, in force and used in the said Courts of Record, shall be adopted with reference to proceedings had in such courts under the above-mentioned provisions of the Common Law Procedure Act, 1854, so far as the same are applicable *mutatis mutandis*.

WINTER CIRCUITS, 1867.

Saturday, Nov. 30.—Manchester, Martin, B., and Shee, J.; Warwick, Keating, J.; Winchester, Mellor, J.

Monday, Dec. 2.—Durham, Pigott, B.

Tuesday, Dec. 3.—Norwich, Willes, J.

Friday, Dec. 6.—Derby, Keating, J.; Leeds, Pigott, B.

Saturday, Dec. 7.—Bury, Willes, J.; Taunton, Mellor, J.

Wednesday, Dec. 11.—Liverpool, Martin, B., and Shee, J.; Chester, Keating, J.

Thursday, Dec. 12.—Lewes, Willes, J.

Friday, Dec. 13.—Gloucester, Mellor, J.; York, Pigott, B.

Monday, Dec. 16.—Hereford, Mellor, J.

Tuesday, Dec. 17.—Hertford, Willes, J.; Stafford, Keating, J.

Wednesday, Dec. 18.—Worcester, Mellor, J.

THE AUSTRIAN PENAL CODE.—In virtue of the new law reforming the penal code of Austria, all the prisoners confined in the gaols of the Empire have been relieved of their chains.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Nov. 29, 1867.

[From the Official List of the actual business transacted.]

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	82
Stock	Caledonian	100	75½
Stock	Glasgow and South-Western	100	96
Stock	Great Eastern Ordinary Stock	100	31
Stock	Do., East Anglian Stock, No. 2	100	64
Stock	Great Northern	100	107½
Stock	Do., A Stock*	100	112
Stock	Great Southern and Western of Ireland	100	96
Stock	Great Western—Original	100	46
Stock	Do., West Midland—Oxford	100	30
Stock	Do., do.—Newport	100	31
Stock	Lancashire and Yorkshire	100	124
Stock	London, Brighton, and South Coast	100	83½
Stock	London, Chatham, and Dover	100	19½
Stock	London and North-Western	100	114½
Stock	London and South-Western	100	78
Stock	Manchester, Sheffield, and Lincoln	100	47½
Stock	Metropolitan	100	119½
Stock	Midland	100	113½
Stock	Do., Birmingham and Derby	100	81
Stock	North British	100	33
Stock	North London	100	118
10	Do., 1866	5	64
Stock	North Staffordshire	100	62
Stock	South Devon	100	43
Stock	South-Eastern	100	66½
Stock	Taff Vale	100	147
10	Do., C	—	—

* A receives no dividend until 5 per cent. has been paid to B.

GOVERNMENT FUNDS.

3 per Cent. Consols, 95
 Ditto for Account, 93½
 3 per Cent. Reduced, 93½
 New 3 per Cent., 93½
 Do. 3½ per Cent., Jan. '94
 Do. 2½ per Cent., Jan. '94
 Do. 5 per Cent., Jan. '78
 Annuities, Jan. '80—

Annuities, April, '85
 Do. (Red Sea T.) Aug. 1908 20½
 Ex Bills, £1000,— per Ct.
 Ditto, £500, Do—
 Ditto, £100 & £200,— pm
 Bank of England Stock, 5½ per
 Ct. (last half-year) 244½
 Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 225
 Ditto for Account
 Ditto 5 per Cent., July, '80 115½
 Ditto for Account,—
 Ditto 4 per Cent., Oct. '88 100½
 Ditto, ditto, Certificates,—
 Ditto Enforced Ppr., 4 per Cent.

Ind. Enf. Pr., 5 p Ct., Jan. '72, 103½
 Ditto, 5½ per Cent., May, '79, 109½
 Ditto Debentures, per Cent.,
 April, '64—
 Do. Do., 5 per Cent., Aug. '73 106
 Do. Bonds, 5 per Ct., £1000,— pm
 Ditto, ditto, under £1000,— pm

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

The funds exhibit an improvement this week, and the probability of no loan being required to meet the Abyssinian expenses operated to confirm this increase of steadiness. Foreign securities also show an increase of firmness; in the railway share market the depression was, up to the close of the week, unabated, and although the amount in the market was inadequate for the purchases made, the distrust with which these investments are viewed still kept the prices down. Caledonian stock was especially heavy. At the last, however, a general increase of activity was attended by a sudden movement in home railway investments. The rise in this description originated with the announcement of the signature of a working agreement between the South Eastern, Brighton, and London, Chatham, and Dover Companies which may probably save these companies a large sum in working expenses. Much excitement ensued, and prices rose rapidly, not only in the shares of these lines, but of others which can hardly be influenced by them. Caledonian rose nearly 4, Midland and some others 2, and the contracting lines about 1½.

In the discount market, there is a fair supply and demand.

Rentes 69½. 11c.

The scheme of arrangement under the Railway Companies Act, 1867, in the matter of the Teign Valley Railway Company, confirmed by Vice-Chancellor Malins on the 22nd, which we noticed last week (sup. p. 77) as the first scheme under the Act was prepared by Messrs. Partridge and Edwards, solicitors, of Lynn, and settled by Mr. Reilly, the draftsman of the Act.

ESTATE EXCHANGE REPORT.

AT THE MART.

Nov. 13.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Freehold residence, known as Gothic Cottage, situate at West-green, Tottenham, with stabling, coach-house, cottage, farm buildings, pleasure grounds and meadow land, the whole containing 5a 0r 30p—Sold for £3,450.

Freehold house, shop, and buildings, situate in the Market-place, Kingston, let at £96 per annum—Sold for £2,650.

By Messrs. EDWIN FOX & BOUSFIELD.

Freehold estates, known as Row Wood Farm, and Phillip Hill Wood, situate in the parishes of Chalfont, St. Giles's, and St. Peter's, Bucks, comprising a residence, with buildings, and 427 acres of arable, meadow, and wood land, of the rental value of £650 per annum—Sold for £13,650.

Leasehold residence, No. 3, Eastborne-terrace, Paddington, let on lease at £90 per annum, term, 96 years from 1842, at £6 per annum—Sold for £1,230.

Leasehold residence, No. 23, Priory-road, Kilburn, let at £80 per annum, term, 96 years from 1853, at £12 per annum—Sold for £860.

Leasehold premises, No. 44, South Molton-street, Oxford-street, let on lease at £50 per annum, term, 90 years from 1866, at £3 per annum—Sold for £930.

Nov. 21.—By Messrs. DENT & SON.

Freehold estate, comprising the George public-house, with stabling and house adjoining; also the residence known as Bartrams, with grounds stabling, outbuildings, cottage, and 1½ acres of land, situate at Hampstead—Sold for £19,260.

By Messrs. FULLER & HORSEY.

Freehold Manufacturing Premises, situate in Wallis-road, Hackney Wick—Sold for £5,000.

Nov. 25.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Lease, &c., of the mercantile offices situate No. 1, Railway-place, and 36, Crutched-friars, Mark-lane, City; term, 16½ years from 1867, at £210 per annum—Sold for £1,200.

Leasehold, 3 residences, Nos. 20 & 30, Albert-square, Clapham-road, producing £125 per annum; term, 99 years from 1846, at £5 each per annum—Sold for £1,300.

Freehold building land, situate fronting Wickham-lane, leading from Woolwich to Welling, Bexley, &c. Lot 1 sold for £30. Lot 13 sold for £35. Lot 13 sold for £30. Lot 14 sold for £30. Lot 15 sold for £30. Lot 16 sold for £30. Lot 17 sold for £30. Lot 18 sold for £45. Lot 28 sold for £30. Lot 29 sold for £30.

Freehold building land, situate fronting Blackthorn and Sherwood-streets, Bromley, Middlesex—Lot 12 sold for £95.

Nov. 25.—By Mr. A. THOMAS.

Freehold, copyhold, and leasehold estate, comprising The Cannon Brewery and 42 public and beer houses, situate at Watford, Herts—Sold for £34,000.

Freehold orchard and 28 acres of land, situate in High-street, Watford—Sold for £23,350.

Nov. 27.—By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold warehouse, No. 14, Watling-street, City; term, 65 years from 1864, at £230 per annum—Sold for £1,900.

Freehold house, No. 11, Great Prescott-street, Goodman's-fields; let at £40 per annum—Sold for £775.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAMFORD—On Nov. 23, the wife of John Bamford, Esq., Solicitor, of Ashborne, Derbyshire, of a son.

DALZIEL—On Nov. 14, at 28, Dublin-street, Edinburgh, the wife of John Dalziel, Esq., Writer to the Signet, of a son.

FEARON—On Nov. 21, at 41, St. George's-road, Eccleston-square, the wife of Francis Fearon, Esq., of a son.

GORDON—On Nov. 24, at Ellerslie, East Croydon, the wife of Frederick Gordon, Esq., Solicitor, of a son.

HOPWOOD—On Nov. 25, the wife of James T. Hopwood, Esq., Barrister-at-Law, of a son.

TAGART—On Nov. 21, at No. 25, Westbourne-park, Baywater, W., the wife of Charles F. Tagart, Esq., of a daughter.

TRUEFIT—On Nov. 21, at 24, Friston-villas, Richmond, the wife of F. Truefit, Esq., Solicitor, of a son.

ULLITHORNE—On Nov. 23, at 13, Cottage-road, Eaton-square, the wife of Oscar A. Ullithorne, Esq., of Gray's-inn, of a daughter.

VIANT—On Nov. 14, at Paikstone, Poole, Dorset, the wife of John Viant, Esq., Solicitor, of a son.

MARRIAGES.

LINGHAM—HEWITT—On Nov. 21, at St. Bartholomew's, Sydenham, Alfred Fraser Lingham, Esq., of Lincoln's-inn and Calcutta, to Emily Sarah, daughter of George Hewitt, Esq., of Kingston-villa, Sydenham-park, and Calvert's-buildings, Southwark.

LIVERSIDGE—HAIGH—On Nov. 27, at the parish church, Brayton, Mr. Henry Liversidge, of Selby, Merchant, to Ellen Mary, daughter of John L. Haigh, Esq., Solicitor, Selby.

PARKIN—ELWIS—On Nov. 27, at the parish church, Doncaster, Alfred Parkin, Esq., Solicitor, Doncaster and Epworth, to Hannah Maria, daughter of John Elwis, Esq., of Doncaster.

ROPE—TEGART—On Nov. 21, at the Oratory, Brompton, Gerard Rope, Esq., Barrister-at-Law, of the Middle Temple, to Alice Catherine, daughter of the late Edward Tegart, Esq., of Dover-street.

DEATHS.

GLASSFORD—On Nov. 22, at 40, Rose Angle, Dundee, Donald Glassford, Esq., Solicitor.

ORPEN—On Oct. 10, at Jamaica, Charles W. D. E. Orpen, Esq., Barrister-at-Law, Resident Magistrate in that island.

LONDON GAZE TES.

Winding-up of Joint Stock Companies

FRIDAY NOV. 23, 1867.

LIMITED IN CHANCERY.

London Discount Company (Limited).—Petition for continuing winding up, presented Nov 19, directed to be heard before Vice-Chancellor Malins, on Dec 6. J. & W. Galsworthy, Old Jewry-chambers, solicitors for the petitioner.

Strand Printing and Publishing Company (Limited).—By an order made by the Master of the Rolls dated Nov 12, it was ordered that the above company be wound up, and William Fleet Smart, 33, Coleman-st., was appointed provisionally Official Liquidator. Miller & Smith, Watling-st., solicitors for the petitioner.

Valencia Land Company (Limited).—By an order made by the Master of the Rolls, dated Nov 9, it was ordered that the above company be wound up. Flux & Co, East India-avenue, solicitors for the petitioner.

British and American Telegraph Company (Limited).—By an order made by the Vice-Chancellor Wood, dated Nov 13, it was ordered that the above company be wound up. Lewis & Co, Old Jewry, solicitors for the petitioner.

STANNARIES OF CORNWALL.

West Condurow Mining Company.—By an order made by the Vice Warden, dated Nov 18, it was ordered that the above company be wound up. Hodge & Co, Truro.

TUESDAY, NOV. 26, 1867.

LIMITED IN CHANCERY.

The Clergy Club and Hotel Company (Limited).—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Martin T. Hood, 24, Charles-st., St James's-sq.

Dyalls Coal and Iron Company (Limited).—Petition that all further proceedings may be stayed, and that the winding-up of this company may be continued voluntarily, presented Oct 24, directed to be heard before Vice-Chancellor Stuart on Friday, Dec 6. Vining & Son, Moorgate-st-bldgs, solicitors for the petitioner.

Enamel Foreign Company (Limited).—By an order made by the Master of the Rolls, dated Nov 16, it was ordered that the above company be wound up. Flux & Co, solicitors for the petitioner.

Manchester Merchant Tailors' Company (Limited).—By an order by the Vice-Chancellor Malins, dated Nov 15, it was ordered that the above company be wound up. Holcombe, Warwick-st, Gray's-inn, solicitors for the petitioner.

Oriental Inland Steam Company (Limited).—Creditors are required on or before March 1, to send their names and addresses, and the particulars of their debts or claims to James Bolton, 123, Leadenhall-st. Monday, April 30, at 12, is appointed for hearing and adjudicating upon the said debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 22, 1867.

Coldwell, Fanny Mariah, Carleton, York, Spinster. Dec 11. Poppelton & Walker, M. R.
 Dawson, Joseph, La Chamberrie, France, Esq. Dec 13. Dawson & Stanfield, V. C. Wood.
 Gardner, Christopher, Burnham, Essex, Farmer. Dec 20. Gardner & Gardner, V. C. Wood.
 Gad, Jas, Bedhampton, Hants, Brewer. Dec 21. Eaton & Hopwood, V. C. Malins.
 Gosnell, Fredk, Plowden-bldgs, Middle Temple, Barrister. Dec 20. Gosnell & Gosnell, M. R.
 Gott, John, Wyther, Leeds, Esq. Dec 23. Allan & Gott, V. C. Wood.
 Mackenzie, Napier Louisa, Johnston, Gloucester-cres, Hyde-pk, Widow. Dec 14. Seymour & Mackenzie, V. C. Malins.
 Folkingborne, William, Stoke Damarel, Devon. Jan 10. Stonelake & Head, V. C. Malins.
 Radcliffe, Augustus, Lpool, Gent. Jan 1. Malcolm & Grote, M. R.
 Solomon, Elijah, Maida-hill, Silversmith. Dec 13. Adams & Solomon, V. C. Malins.
 Wilkin, Aldf, St Mary Axe, Yeast Importer. Dec 14. Wilkin & Wilkin, V. C. Malins.

TUESDAY, Nov. 26, 1867.

Barton, Thos, Stanton-by-Dale, Derby, Farmer. Jan 1. Bland & Evans, V. C. Stuart.
 Burgon, Wm, Martin's-lane, Cannon-st, Solicitor. Dec 14. Gill & Burgon, V. C. Wood.
 Johnstone, Rosina, Southgate-rd, Islington, Spinster. Dec 20. Johnstone & Story, M. R.
 Mawdsley, Esther, Haigh, nr Wigan, Lancaster, Farmer. Dec 15. Mawdsley & Mawdsley, V. C. Malins.
 Page, Geo, Wardrobe-pl, Doctor's-comms, Commercial Traveller. Dec 31. Ginder & Page, V. C. Stuart.
 Watts, John, Wilson-Lodge, North-gate, Regent's-pk, Gent. Dec 21. Johnson & Johnson, V. C. Malins.
 Wavell, Thos, sen, Landport, Southampton, Gent. Dec 19. Wavell & Haffren, V. C. Malins.
 Williams, John, Waterloo-bridge-rd, Draper. Dec 31. Williams & Turnbull, V. C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 22, 1867.

Alrey, Hy Holmes, Selaide, Westmorland, Clerk. Jan 1. Harrison & Son, Kendal.
 Akerman, Wm Ansell, Burford, Oxford, Yeoman. Dec 20. Price & Son, Burford.
 Anderton, Saml, Gawsorth, Chester, Farmer. Dec 25. Parrott & Co, Macclesfield.
 Baster, Lucy, Winnersh-grove, Berks, Widow. Jan 1. Wheeler, Wokingham.
 Butterfield, Richd, Thavies-inn, Holborn, Carper Buyer. Dec 14. Southco, Ely-pl.
 Clark, Hy, Bristol, Surgeon. Jan 10. Clark, Bristol.
 Evans, Danl, Pontardawe, Glamorgan, Excise Officer. Dec 31. Jones & Curtis, Neath.
 Fothergill, Matthew, Cefnrychdir, Monmouth, Gent. Jan 3. Hunt, Gray's-inn-sq.
 Ford, Richd Pape, Withington, Manch, Merchant. Jan 15. Henwood, Manch.
 Holden, Adam, Bristol, Gent. Jan 1. Livett, Bristol.
 Hunter, Hy Frotheringham, Kilburne, Derby, Esq. Jan 22. Burton & Son, Nottingham.
 Jones, Wm, East India Dock-rd, Poplar, Clothier. Dec 20. Marsh, High-st, Poplar.
 Lister, John, West Retford, Nottingham, Gent. Jan 1. Mee & Co, East Retford.
 Maitladd, Thos, Avenue-rd, St John's-wood, Tailor. Dec 31. Watkins & Co, Sackville-st.
 Midworth, Wm, Mansfield, Nottingham, Esq. Dec 27. Watson & Wadsworth, Nottingham.
 Nairne, Peter, The Brook, nr Lpool, Gent. Dec 20. Grimmer, Lpool.
 Pain, Geo Edwd, High-st, Camden-town, Butcher. Jan 1. Walters & Onah, Basinghall-st.
 Penrice, Maria Catherine, Witton, Norfolk, Widow. Jan 22. Fox, Norwich.
 Pitt, Wm Grey, Boulogne, France, Esq. Jan 1. Coombs, Dorchester.
 Pittman, Richd, Belgaum, East Indies, Brevet-Major. Dec 31. Crossie, Bell-yard, Doctors'-commons.
 Reeve, John, Lincoln, Builder. Dec 13. Danby.
 Roberts, Robt, Corwee, Merioneth, Postmaster. Jan 10. Hughes, Corwee.
 Ryall, Hy Thos, Cookham, Berks, Historical Engraver. Jan 1. Lewin & Co, Southampton-st, Strand.
 Taylor, Thos, Newmarket, Suffolk, Trainer of Horses. Dec 21. Kitcheners & Fenn, Newmarket.
 Taylor, John, Woodbridge, Suffolk, Gent. Dec 27. Walton, Woodbridge.
 Thornton, Margaret Eliz, Lancaster, Spinster. Dec 9. Bateson, Lancaster.
 Wade, John, Askrigg, York, Saddler. Dec 31. Winn, Askrigg.
 Wilson, John, Newark-upon-Trent, Nottingham, Malster. Jan 10. Tallents & Co, Newark-upon-Trent.

TUESDAY, Nov. 26, 1867.

Bennett, John, Hayward's-heath, Sussex, Licensed Victualler. Dec 31. Nash & Co, Suffolk-lane, Cannon-st.
 Brimmen, Jas, Sheffield, Butcher. Jan 23. Branson & Son, Sheffield.
 Clarke, Chas Harrison, Exeter, Gent. Jan 1. Clarke & Co, Nottingham.
 Cleak, Geo Wm, Southsea, Southampton, Gent. Dec 26. Long.

Collins, Wm, Millbrook, Cornwall, Gent. Jan 1. Ellworthy & Co Plymouth.
 Dawson, Jeremiah, Manch, Gent. Feb 1. Fox, Manch.
 Fergus, John, Plymouth, Devon, Esq. Dec 15. Murray & Hutchins, Birchin-lane.
 Foulerton, Dorothea Juliana, Brighton, Sussex, Spinster. Dec 31. Stevens & Wilkinson, Nicholas-lane.
 Leggott, Eleanor, Kingston-upon-Hull, Publican. Dec 27. England & Co, Hull.
 Farkin, Elis, Parade, Edmonton, Spinster. Dec 30. Turner, Carey-st, Chancery-lane.
 Parry, Caroline, Cheltenham, Gloucester. Jan 1. Nisbet & Co, Lincoln's-inn-fields.
 Paterson, Geo, Poyle-house, Stanwell, Esq. Jan 1. Kingsford & Dorman, Essex-st, Strand.
 Pegg, Harry, Brighton, Sussex, Hotel Keeper. Dec 16. Cooper & Co, Brighton.
 Ricketts, Chas Milner, Abbey-rd, St John's-wood, Esq. Jan 1. Hardesty & Rhodes, Gt Marlborough-st.
 Shirreff, Eliza, Chester-sq, Spinster. Dec 31. Turner & Son, Jermy-st, St James's.
 Swain, Ann, Birm, Spinster. Dec 26. Griffiths & Bloxham, Birm.
 Whittem, John Liggins, Whitley, Warwick, Liquor Merchant. Jan 1. Dewes & Son, Coventry.
 Whittem, John, Whitley, Warwick, Wine Merchants. Jan 1. Dewes & Son, Coventry.
 Worth, Wm, Barkby, Leicester, Grazier. Dec 19. Harris.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 22, 1867.

Abrahams, Barnett, Nottingham, General Dealer. Nov 13. Comp Reg Nov 21.
 Aldrich, Jas, Gloucester-st, Bloomsbury, Coach Builder. Oct 20. Comp. Reg Nov 20.
 Anthony, Fredk Geo, Camberwell-rd, Camberwell, Solicitor's Clerk. Nov 20. Comp. Reg Nov 22.
 Ball, Hy Ezra, George-yd, Lombard-st, Nov 1. Comp. Reg Nov 19.
 Barr, David, Toxteth-pk, Lpool, Agent. Nov 20. Comp. Reg Nov 21.
 Baugh, Spencer, Forest-rd, Dalston, out of business. Nov 8. Comp. Reg Nov 19.
 Beech, Geo, Hanley, Stafford, Earthenware Dealer. Nov 15. Comp. Reg Nov 21.
 Behde, Wm, Brackley, Northampton, Attorney's Clerk. Nov 14. Comp. Reg Nov 22.
 Berliner, Hy, Worship-st, Finsbury, Comm Agent. Oct 29. Comp. Reg Nov 19.
 Black, John, South Shields, Durham, Builder. Nov 18. Asst. Reg Nov 21.
 Bradley, Paul, Morley, York, Brush Manufacturer. Nov 11. Comp. Reg Nov 21.
 Braybrooke, Chas Hy Stewart, & Thos Slater, Livesey, Lancaster Cotton Spinners. Oct 23. Asst. Reg Nov 19.
 Bridges, Geo Aldf, Sheffield, Hat and Cap Manufacturer. Nov 5. Asst. Reg Nov 19.
 Brown, Reuben, Morley, York, Draper. Nov 6. Comp. Reg Nov 22.
 Bursall, Wm, Lpool, Brewer. Oct 24. Comp. Reg Nov 19.
 Bushell, Wm, Cheltenham, Gloucester, Ironmonger. Nov 9. Asst. Reg Nov 21.
 Child, Sarah, Weybridge, Surrey, Widow. Nov 19. Comp. Reg Nov 22.
 Chiswell, Thos, Plymouth, Devon, Draper. Oct 31. Comp. Reg Nov 20.
 Clancey, Wm, Manch, Fancy Dress Comm Agent. Nov 16. Comp. Reg Nov 22.
 Clark, Benl, Deal, Kent, Draper. Nov 15. Comp. Reg Nov 19.
 Cooper, Robt, Globe-st, Bethnal-green, Builder. Oct 29. Comp. Reg Nov 20.
 Colborne, Joseph Saml, Langbourn-chambers, Fenchurch-st, Colonial Agent. Oct 28. Asst. Reg Nov 19.
 Crofts, Enos, Stockbridge-ter, Pimlico, Baker. Nov 18. Comp. Reg Nov 19.
 Cronin, David, Chesterfield, Derby, Schoolmaster. Oct 29. Asst. Reg Nov 21.
 Davis, Richd, Harp-lane, Attorney. Oct 20. Comp. Reg Nov 22.
 Davis, Cresswell, Onslow-gardens, South Kensington, Surgeon. Nov 19. Comp. Reg Nov 21.
 Davis, Moss, Barlett's-bldgs, Holborn, Hat Maker. Nov 11. Comp. Reg Nov 22.
 Druce, Geo Fredk, Agar-st, Strand, Agent. Nov 16. Comp. Reg Nov 19.
 Fletcher, Charlotte, Edgbaston, nr Birm, Widow. Nov 18. Comp. Reg Nov 21.
 Freeman, Robt, Southsea, Southampton, Grocer. Nov 6. Comp. Reg Nov 19.
 Garrood, Geo, Broughton-st, Queen's-rd, Builder. Nov 19. Comp. Reg Nov 22.
 Geering, Solomon, Westham, Sussex, Blacksmith. Oct 25. Asst. Reg Nov 21.
 Gillott, Wm, Sheffield, Coach Builder. Nov 8. Comp. Reg Nov 20.
 Goodair, Thos, Preston, Lancaster, Cotton Spinner. Oct 31. Asst. Reg Nov 20.
 Goodie, Benl Wm, Birm, Gold Chain Manufacturer. Nov 8. Asst. Reg Nov 21.
 Greenwood, Danl, Macclesfield, Chester, Window Blind Manufacturer. Nov 15. Comp. Reg Nov 21.
 Gurton, John, Northumberland-st, Strand, Wine Merchant. Oct 18. Asst. Reg Nov 15.
 Hall, Christopher, Langbourne-chambers, Fenchurch-st, Esq. Oct 31. Asst. Reg Nov 14.
 Haines, Christopher, Brighton, Sussex, Grocer. Oct 23. Asst. Reg Nov 20.
 Hill, Hy, Swansea, Glamorgan, Grocer. Nov 6. Asst. Reg Nov 20.
 Hind, Wm, Banner's-st, St Luke, Braid Manufacturer. Nov 19. Comp. Reg Nov 20.
 Hood, Robt, Melville-pl, Well-st, South Hackney, Furniture Dealer. Nov 4. Comp. Reg Nov 21.

Holland, Wm. & Thos Holland, Newland-pl, Kensington, Builders. Nov 4. Comp. Reg Nov 21.
 Hollings, Geo, Club-chambers, Regent-st, Barrister. Nov 19. Comp. Reg Nov 23.
 Hooper, John Turton, Gateshead, Durham, Surgeon. Nov 5. Comp. Reg Nov 23.
 Humphrey, Robt, Gosport, Southampton, Carpenter. Nov 2. Asst. Reg Nov 19.
 Hurdle, John, Chalk Farm-rd, Draper. Oct 30. Asst. Reg Nov 20.
 Illie, Thos, Coventry, Silk and Comm Agent. Oct 15. Comp. Reg Nov 22.
 James, David, Penygloddfa, Montgomery, Flannel Manufacturer. Oct 30. Asst. Reg Nov 20.
 Jordan, Wm, City-rd, Publican. Oct 15. Comp. Reg Nov 19.
 Knight, Geo Ebenezer, Wolverhampton, Stafford, Market Gardener. Nov 18. Comp. Reg Nov 21.
 Lawson, John, Liverpool-ter, Liverpool-rd, Islington, Chronometer Maker. Oct 30. Comp. Reg Nov 19.
 Lawson, Wm, Leeds, Baker. Nov 9. Comp. Reg Nov 20.
 Lawson, Septimus, Stockton, Durham, Professor of Music. Oct 23. Comp. Reg Nov 19.
 Leadbeater, Lucy, Brewer-st, Golden-sq, Ornithologist. Nov 14. Comp. Reg Nov 21.
 Le Grice, Robt, Gt Ellingham, Norfolk, Miller. Oct 30. Comp. Reg Nov 19.
 Lloyd, Evan, Mold, Flint, Grocer. Nov 19. Asst. Reg Nov 31.
 Macbeth, Peter, Blackburn, Lancaster, Draper. Oct 28. Comp. Reg Nov 23.
 Maddison, Joseph, Burnopfield, Durham, Grocer. Nov 9. Comp. Reg Nov 23.
 Maggi, Louis, Minories, Ship Chandler. Nov 20. Comp. Reg Nov 21.
 Marks, Abraham Marks, Leman-st, Whitechapel, & Berthold Chas Tuckal, Copenhagen-st, Islington, Hat Manufacturers. Nov 20. Comp. Reg Nov 22.
 Mayall, Fredk, & Arthur Waite, Manch, Machinists. Nov 9. Comp. Reg Nov 20.
 Moppen, Fredk Danl, Albert-st, Regent's-pk, Gent. Oct 21. Comp. Reg Nov 18.
 Mercer, Hy, St Helen's, Lancaster, Builder. Oct 28. Comp. Reg Nov 21.
 Mills, Wm, Hetton-le-Hole, Durham, Grocer. Nov 16. Comp. Reg Nov 19.
 Mincey, Alfd, Alexandra-rd, Kilburn-pk, Architect. Oct 31. Comp. Reg Nov 21.
 Muehlen, Arthur, Manch, Merchant. Nov 21. Comp. Reg Nov 23.
 Pickard, Wm, Wm Stoneman, & Wm Pickard, jun, Spencer-st, Shoreditch. Oct 23. Comp. Reg Nov 20.
 Porch, Jas Williams, Teddington, Draper. Nov 15. Comp. Reg Nov 21.
 Powell, John, Slough, Bucks, Builder. Nov 20. Comp. Reg Nov 22.
 Price, Alfred, Bedon, Shopkeeper. Nov 12. Comp. Reg Nov 21.
 Rawline, Edwin, Clay Cross, Derby, Grocer. Nov 7. Asst. Reg Nov 18.
 Redhead, John, Birkenhead, Chester, Master Mariner. Nov 20. Comp. Reg Nov 22.
 Richings, Wm Harris, Staines, Gent. Oct 17. Comp. Reg Nov 19.
 Roberts, Geo, Egremont, Chester, Clerk. Nov 20. Comp. Reg Nov 22.
 Robinson, Wm Hy, Birm, Tobaccoist. Nov 11. Asst. Reg Nov 21.
 Scott, Benj, North Shields, out of business. Nov 5. Asst. Reg Nov 22.
 Smith, Saml, Coventry, Manufacturer. Oct 25. Comp. Reg Nov 22.
 Spencer, Wm Mansell, Alostone, Cheltenham, Draper. Nov 13. Comp. Reg Nov 21.
 Soanes, Edwd King, Portland-pl, Fulham, out of business. Oct 22. Comp. Reg Nov 19.
 Thomas, John, Queen's-pl, Greenwich, Draper. Nov 15. Comp. Reg Nov 21.
 Tryhearne, John Wm, Oxford-st, Music Seller. Nov 20. Comp. Reg Nov 22.
 Vreones, Anastasios, North Shields, China Merchant. Oct 30. Comp. Reg Nov 20.
 Wardley, Joshua, Lpool, Beerhouse Keeper. Nov 12. Comp. Reg Nov 20.
 Williams, Danl, Trearlaw, Glamorgan, Grocer. Nov 20. Comp. Reg Nov 22.
 Willis, Thos, Newbury, Berks, Shoemaker. Nov 11. Comp. Reg Nov 21.
 Winch, Saml Wesley, High-st, Stepney, Baker. Nov 19. Comp. Reg Nov 20.

TUESDAY, Nov. 19, 1867.

Appleyard, Jas, Manch, Boot and Shoe Maker. Nov 8. Asst. Reg Nov 23.
 Arnold, Wm, Badshot Lea, Surrey, Gardener. Nov 13. Comp. Reg Nov 26.
 Barnard, Wm, Lpool, Linon and Woollen Draper. Oct 26. Conv. Reg Nov 23.
 Bartholomew, Hope, Stanstead, Essex, Schoolmistress. Nov 18. Comp. Reg Nov 25.
 Bavis, Walter, Bath, Trunk and Portmanteau Manufacturer. Oct 26. Conv. Reg Nov 23.
 Bennoit, Esador, Manch, Jeweller. Nov 13. Comp. Reg Nov 25.
 Bernard, Bernard, Solomon, Percy-st, Tottenham-ct-rd. Nov 20. Comp. Reg Nov 26.
 Beresford, Wm, Sheffield, Hatter. Oct 28. Asst. Reg Nov 23.
 Bladon, Wm, Keeper of the Refreshment Rooms in the House of Lords. Westminster. Oct 30. Comp. Reg Nov 25.
 Bowden, Geo, Compstall, Chester, Draper. Nov 11. Comp. Reg Nov 25.
 Catell, Thos, Euston-sq, Doctor of Medicine. Nov 18. Comp. Reg Nov 22.
 Charlton, Saml, Nunney, Somerset, Baker. Nov 16. Comp. Reg Nov 20.
 Clarke, Michael, Redditch, Worcester, Needle Manufacturer. Nov 20. Comp. Reg Nov 22.

Clay, John, Durham-st, Hackney-rd, Fish Salesman. Oct 31. Comp. Reg Nov 22.
 Clift, John Harper, Manch, out of business. Nov 7. Asst. Reg Nov 23.
 Clutterback, Joseph, Fowls-st, Woolwich, Draper. Oct 26. Conv. Reg Nov 22.
 Davies, Geo, Cardiff, Glamorgan. Nov 11. Asst. Reg Nov 22.
 Davies, John Chas, Dowlands, Merthyr Tydfil, Greer. Nov 11. Comp. Reg Nov 25.
 Edwards, Geo, Wm, Southampton-row, Bloomsbury, out of business. Oct 31. Comp. Reg Nov 25.
 Fraser, Geo, Ferdinand-st, Hampstead-rd, Bootmaker. Nov 7. Comp. Reg Nov 26.
 Freeman, Myers, Mary's-pl, Cambridge-rd, Mile-end, Tailor. Nov 1. Comp. Reg Nov 25.
 Furner, Jas, Paradise-ter, Hackney, Shipper. Nov 14. Comp. Reg Nov 20.
 Gold, Levi, Preston-st, Mile-end, Newtown, Wholesale Clothier. Nov 21. Comp. Reg Nov 25.
 Greaves, Thos, Fiddington, Oxford, Baker. Nov 21. Comp. Reg Nov 23.
 Gwinnet, Geo, Cinderford, Gloucester, Clothier. Oct 29. Comp. Reg Nov 25.
 Hasleden, Augustus, Amersham-vale-rd, New Cross, Commercial Clerk. Nov 16. Comp. Reg Nov 25.
 Haydon, Thos, Stratford, Essex, Grocer. Nov 12. Comp. Reg Nov 25.
 Hicks, Arman, Lawrence-rd, Bow, out of business. Nov 18. Comp. Reg Nov 23.
 John, Arthur, Merthyr Tydfil, Glamorgan, Provision Merchant. Nov 16. Comp. Reg Nov 23.
 Johnson, Andrew, Brampton, Cumberland, Painter. Oct 31. Asst. Reg Nov 26.
 Jones, Thos Fras, Birm, Fender Manufacturer. Nov 13. Comp. Reg Nov 22.
 Kaltenbrunn, Edwd Emil, Seabrook-st, Goodman's-fields, Dealer in Photographs. Oct 31. Comp. Reg Nov 25.
 Lee, Thos, Alfred-pl, Brompton, Turf Comm Agent. Nov 25. Comp. Reg Nov 26.
 Lees, Alice, & Mary Brooks, Salford, Grocers. Oct 31. Comp. Reg Nov 23.
 Longmore, Wm, Jas Longmore, jun, Richd Longmore, & Jabez Longmore, Wednesbury, Stafford, Screw Manufacturers. Nov 6. Comp. Reg Nov 25.
 MacKnight, Jas, & John MacKnight, Carlisle, Woollen Manufacturers. Nov 6. Comp. Reg Nov 25.
 Martin, Alfred Joseph, Camomile-st, Agent. Nov 21. Comp. Reg Nov 22.
 Massee, Wm, Hertford, General Dealer. Nov 9. Comp. Reg Nov 21.
 McGrath, Joseph, Cleator Moor, Cumberland, Grocer. Nov 7. Comp. Reg Nov 25.
 Mills, Job, Stourbridge, Worcester, Spade Manufacturer. Nov 19. Comp. Reg Nov 23.
 Milnes, Jas, Leeds, Grocer. Nov 13. Asst. Reg Nov 26.
 Mizen, Chas, Sutton Veny, Wilts, Shopkeeper. Oct 29. Asst. Reg Nov 25.
 Moore, Robt Bandle, Birkenhead, Chester, Attorney. Nov 25. Comp. Reg Nov 25.
 Moffat, Andrew, Camera-villas, Park-walk, Chelsea, Draper. Nov 6. Asst. Reg Nov 25.
 Monro, John, Osborne-pk, Potter's-bar, Nurseryman. Nov 21. Comp. Reg Nov 23.
 Park, John, One Swan-yd, Bishopsgate, Licensed Victualler. Nov 15. Comp. Reg Nov 26.
 Parker, Elis Charlotte, Worthing, Sussex, Music Seller. Oct 29. Comp. Reg Nov 25.
 Partridge, Hy, Gloucester-pl, Brixton-rd, Builder. Nov 21. Comp. Reg Nov 25.
 Purdy, Joseph, and Wm Towsey Fox, Healey, York, out of business. Nov 1. Asst. Reg Nov 23.
 Rickwood, Hy, Bath, Chemist. Oct 21. Comp. Reg Nov 26.
 Robertson, Wm Wybrow, Wigmore-st, Registrar of Designs. Nov 15. Comp. Reg Nov 23.
 Rogers, Felix, River-st, Middleton-sq, Comedian. Nov 14. Comp. Reg Nov 25.
 Sharpe, John Carr, George-yd, Lombard-st, Gunpowder Manufacturer. Nov 19. Comp. Reg Nov 23.
 Simms, Wm Hawes, & Geo Priestly Marten, Lawrence Pountney-lane, Nov 15. Inspectorship. Reg Nov 26.
 Smedley, Jarvis, Long Eaton, Derby, Glove Fabric Manufacturer. Nov 26. Comp. Reg Nov 26.
 Smith, Wm, Nottingham, Trimming Manufacturer. Nov 9. Comp. Reg Nov 25.
 Smith, Wm Chas, jun, Old Kent-rd, Provision Merchant. Nov 13. Comp. Reg Nov 26.
 Swainston, Robt, Durham, Publican. Nov 16. Asst. Reg Nov 25.
 Veal, Wm Hy, Southsea, Southampton, Painter. Nov 16. Asst. Reg Nov 25.
 Vyse, Valentine, Ludgate-hill, Milliner. Oct 8. Comp. Reg Nov 25.
 Warbrick, J Geo Hy, Mill Bank, nr Warrington, Lancaster, Clerk. Nov 8. Comp. Reg Nov 23.
 Waterman, Alfd Wm, Argyle-ter, Fexley-rd, Kensington, Gent. Nov 23. Comp. Reg Nov 26.
 Wells, Wm Hy, Iden, Sussex, Draper. Oct 29. Asst. Reg Nov 25.
 Wheeler, Wm Edwd, Union-rd, Borough, Gauger. Nov 21. Comp. Reg Nov 26.
 Wood, Hy, Southam-st, Kennal New-town, Builder. Nov 13. Comp. Reg Nov 23.

Bankrupts.

FRIDAY, Nov. 22, 1867.

To Surrender in London.

Alvey, Hy, Bushy-pk-rd, Teddington, Builder. Feb Nov 15. Paps.
 Dec 5 at 12. Dennis, Southampton-bldgs, Chancery-lane.
 Bardoulean, Alfd Fredk, Essex-rd, Islington, Dyss. Feb Nov 20.
 Murray. Dec 9 at 12. Groves, Essex-st, Strand.

- Basick, Wm Jas, Plumstead-rd, Clothier. Pet Nov 18. Pepys. Dec 5 at 2. Buchanan, Basinghall-st.
- Branscombe, Edward, Cirencester-st, Harrow-rd, Paddington, Decorator. Pet Nov 18. Murray. Dec 9 at 11. Hicks, Orchard-st, Portman-sq.
- Bussell, Jas, Prisoner for Debt, London. Pet Nov 16 (for pau). Roche. Dec 18 at 11. Barker, Beaumont-bldgs Strand.
- Cannon, Robt, Alfred-pl, Battersea-pk, Baker. Pet Nov 19. Murray. Dec 9 at 13. Evans, John-st, Bedford-row.
- Chickon, Hy Wm, Windmill-st, Deptford, Carman. Pet Nov 18. Dec 11 at 1. Mount, Gracechurch-st.
- Clark, Alfd, Wycombe-ter, Hornsey-rd, Islington, Hatter. Pet Nov 19. Dec 11 at 2. Webster, Basinghall-st.
- Clarke, Joseph, Tufton-st, Westminster, Copying Clerk. Pet Nov 20. Pepys. Dec 10 at 11. Westbrook, Marsham-st, Westminster.
- Colbert, Robt, Burdett-rd, Mile-end, Cooper. Pet Nov 19. Dec 11 at 2. Smith, Furnival's-inn.
- Davis, Marcus, Prisoner for Debt, London. Pet Nov 11. Dec 16 at 12. Lewis & Co, Old Jewry.
- Dorschug, Simon, Burdett-rd, Limehouse, Baker. Pet Nov 18. Dec 11 at 1. Pittman, Guildhall-chambers, Basinghall-st.
- Dye, Chas, Chipstead, Kent, Retailer of Beer. Pet Nov 19. Murray. Dec 9 at 12. Hope, Ely-pl, Holborn.
- Feast, Luke, Portlaid-by-Sea, Sussex, out of business. Pet Nov 18. Murray. Dec 9 at 1. Scott, Basinghall-st.
- Frayling, John Benj Norrington, Riverhall-st, Wandsworth-rd, Coach Wheelwright. Pet Nov 15. Dec 11 at 12. Chipperfield, Trinity-st, Southwark.
- Green, John, Golden-ter, Portobello-rd, Notting-hill, Buttermann. Pet Nov 19. Roche. Dec 9 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
- Houghton, Jas Barnes, Prisoner for Debt, London. Pet Nov 12. Pepys. Dec 12 at 12. Hallward & De Castro, Mitre-st, Temple.
- Hughes, Thos, Oxford, Chemist. Pet Nov 16. Dec 11 at 2. Hitchcock, Tanfield-st, Temple.
- Jowers, Jas, Prisoner for Debt, London. Pet Nov 16 (for pau). Roche. Dec 18 at 11. Dobie, Basinghall-st.
- Leake, Chas, Wansey-st, Walworth, out of business. Pet Nov 18. Roche. Dec 9 at 11. Buchanan, Basinghall-st.
- Meadows, Wm Geo, Chipping Ongar, Essex, Licensed Victualler. Pet Nov 18. Pepys. Dec 5 at 2. Preston, Basinghall-st.
- Morgan, John, Nottingham-ter, Wandsworth-common, Cheese-monger. Pet Nov 19. Pepys. Dec 3 at 2. Goadley, Bow-st, Covent-garden.
- Perceval, Wm Hy, Aldershot, Hants, Outfitter's Assistant. Pet Nov 19. Dec 11 at 2. Miller & Miller, Sherborne-lane.
- Poole, Joseph, Golden-ter, Portobello-rd, Notting-hill, Baker. Pet Nov 18. Pepys. Dec 5 at 2. Davis, Golden-sq.
- Pettage, Wm, Prisoner for Debt, London. Pet Nov 16 (for pau). Roche. Dec 18 at 11. Braddon, Dane's-inn, Strand.
- Reynolds, Edwd Bampton, Stanley-st, Chelsea, Builder. Pet Nov 20. Pepys. Dec 10 at 11. Peckham, Doctors-commons.
- Rutter, Richd Harris, Andover, Hants, Station Master. Pet Nov 16. Pepys. Dec 5 at 1. Laundry & Co, Cecil-st, Strand.
- Simsmer, Saml Hugh, Prisoner for Debt, Reading. Adj Nov 15. Roche. Dec 18 at 11.
- Simpson, Hy John, New Romney, Kent, Tailor. Pet Nov 12. Pepys. Dec 12 at 12. Storey, King's-rd, Bedford-row.
- Spottiswoode, Arthur Cole, Phillimore-gardens, Kensington, General. Pet Nov 19. Pepys. Dec 3 at 2. Tyrell, Gray's-inn-sq.
- Spurgeon, Clement Moore, Prisoner for Debt, Springfield. Adj Nov 18. Roche. Dec 18 at 11.
- St Albyn, Edmund, Gustavus, Lower Kennington-lane, Tobaccoist. Pet Nov 19. Murray. Dec 9 at 1. Neale, Kennington-pk-rd.
- Stuhldreer, Adolphus, Crescent-rd, Church-rd, Leyton, Baker. Pet Nov 20. Murray. Dec 9 at 12. Heathfield, Lincoln's-inn-fields.
- Vinesberg, Moritz, Gt Tower-st, Wine Merchant. Pet Nov 18. Pepys. Dec 5 at 2. Watson, Cannon-st.
- Wilson, Hy, Clyde-pl, London-rd, Clapton, Baker. Pet Nov 30. Murray. Dec 9 at 12. Hicks, Basinghall-st.
- Wyeth, John, Prisoner for Debt, London. Pet Nov 20 (for pau). Pepys. Dec 10 at 11. Dobie, Basinghall-st.
- To Surrender in the Country.
- Arden, Chas, Handforth, Chester, Farm Servant. Pet Nov 20. Murray. Manch. Dec 9 at 11. Ambler, Manch.
- Bell, Wm, Newcastle-upon-Tyne, Grocer. Pet Nov 16. Gibson. Newcastle-upon-Tyne, Dec 4 at 12. Hoyle & Co, Newcastle-upon-Tyne.
- Blakey, Thos, Holy Croft, Keighley, York, Clock Case Maker. Adj Nov 16. Keighley, Dec 4 at 11. Harle, Leeds.
- Bulling, John, Kent, Licensed Victualler. Pet Nov 19. Wates. Sheerness, Dec 6 at 2. Sharland, Gravesend.
- Barnell, Richd, Cheltenham, Gloucester, Blacksmith. Pet Nov 18. Gale, Cheltenham, Dec 3 at 11. Cheschyre, Cheltenham.
- Charnock, Jonathan, & Wm Smith, Allerton, York, Brewers. Pet Nov 19. Leeds, Dec 2 at 11. Peel, Bradford.
- Clough, Wm, Birkenhead, Chester, Tailor. Pet Nov 19. Lpool, Dec 2 at 11. Smith, Lpool.
- Cooke, Broadrick Halton, Prisoner for Debt, Carlisle. Adj Nov 13. Halton. Carlisle, Dec 4 at 11. Donald, Carlisle.
- Cooke, Frank, Southsea, Hants, Nurseryman and Seedsmann. Pet Nov 18. Howard. Portsmouth, Dec 6 at 2. Joyce, Newport.
- Cropper, Saml Nathaniel, Nottingham, Silk Agent. Pet Nov 11. Tudor. Birm, Dec 3 at 11. Beale & Co, Birm.
- Davies, Jas, Hereford, Grocer. Pet Nov 19. Hill. Birm, Dec 11 at 12. Garrold, Hereford.
- England, Geo, Prisoner for Debt, Bristol. Pet Nov 20 (for pau). Harley. Bristol, Dec 6 at 12.
- Fennemore, Jas Lewis, Portsea, Hants, Mariner. Pet Nov 16. Howard. Portsmouth, Dec 8 at 12. Champ, Portsea.
- Finch, Jas, Wigan, Lancaster, Collier. Pet Nov 14. Part. Wigan. Dec 12 at 9. Price, Lpool.
- Fincher, Geo, Leicester, Boot Manufacturer. Pet Nov 19. Tudor. Birm, Dec 2 at 11. Arnall, Leicester.
- Fox, John Thorpe, Gosberton, Lincoln, Blacksmith. Pet Nov 19. Bonner. Spalding, Dec 3 at 10. Perceval, Spalding.
- Frost, Wm Hall, Swaffham, Pest Messegger. Pet Nov 16. Swaffham, Dec 3 at 10. Sewell, Swaffham.
- Gardiner, Hy, jun, Lpool, Builder. Pet Nov 19. Lpool, Dec 3 at 11. Masters, Lpool.
- Gasson, Edwin Thos, Rye, Sussex, Music Seller. Adj Nov 13. Butler. Rye, Nov 30 at 11. Dawes, Rye.
- Godden, Wm, Brading, Isle of Wight, Grocer. Pet Nov 16. Blake. Newport, Dec 4 at 11. Joyce, Newport.
- Gorley, Hy, Exeter, Innkeeper's Assistant. Pet Nov 18. Daw. Exeter, Dec 5 at 11. Flood, Exeter.
- Griffiths, Jenkin Morgan, Neath, Glamorgan, Boot Maker. Pet Nov 18. Morgan. Neath, Dec 4 at 11. Payne, Neath.
- Harney, John Jones, Sheffield, Stay Manufacturer. Pet Nov 12. Leeds, Dec 4 at 12. Sale & Co, Manch.
- Hawkins, John, Prisoner for Debt, Bristol. Pet Nov 19 (for pau). Harley. Bristol, Dec 6 at 12.
- Hellings, John Thomas, Penryn, Cornwall, Travelling Draper. Pet Nov 15 (for pau). Collins. Bodmin, Dec 3 at 10. Hamley, Bodmin.
- Hockings, John Kingdon, Plymouth, Shipwright. Pet Nov 30. Pearce. East Stonehouse, Dec 4 at 11. Edmonds & Sons, Plymouth.
- Imison, Richd, Sheffield, Moulder. Pet Nov 19. Wake. Sheffield, Dec 6 at 1. Binney & Son, Sheffield.
- Jackson, Richd Parkin, Richmond, York, Watchmaker. Pet Nov 18. Tomlin. Richmond, Nov 26 at 11. Robinson, Richmond.
- Johnson, Wm, Prisoner for Debt, Bristol. Pet Nov 19 (for pau). Harley. Bristol, Dec 6 at 12.
- Jones, Evan, Prisoner for Debt, Montgomery. Pet Nov 11. Woonnam. Newtown, Dec 18 at 12. Jenkins, Llanidloes.
- Jones, Robt, Glandon Mostyn, Flint, Grocer. Pet Nov 19. Holywell, Dec 3 at 11. Dobie, Holywell.
- Kellett, John, Heaton Norris, Lancaster, Nurseryman. Pet Nov 20. Murray. Manch, Dec 4 at 11. Smith & Boyer, Manch.
- Latham, Wm, Chester, out of business. Pet Nov 18. Porter. Chester. Dec 3 at 12. Cartwright, Chester.
- Lediard, Hy, Birm, Cab Proprietor. Pet Nov 19. Tudor. Birm, Dec 6 at 12. Parry, Birm.
- Lee, Chas, Nantwich, Chester, Draper. Pet Nov 19. Lpool, Dec 3 at 12. Best, Lpool.
- Levis, Edwd, Cardiff, Glamorgan, General Dealer. Pet Nov 20. Langley, Cardiff, Dec 4 at 11. Morgan, Cardiff.
- Morgan, Susanah, Ross, Hereford, Milliner. Pet Nov 20. Hill. Birm, Dec 4 at 12. Wood, Birm.
- Merrett, Coppin Wm, Stonehouse, Gloucester, Dyer's Assistant. Pet Nov 19. Marshall, Leeds, Dec 5 at 12. Markland & Davey, Leeds.
- Pamflett, Hy, Ramsgate, Kent, Groom. Pet Nov 14. Snowden. Ramsgate, Dec 4 at 10. Gibson, Margate.
- Pollard, Matthew Sutcliffe, Manoh, Builder. Pet Nov 18. Murray. Manch, Dec 3 at 11. Stringer, Manch.
- Robinson, Jos Fras, Prisoner for Debt, Worcester. Adj Nov 12. Hill. Birm, Dec 11 at 12. James & Griffin, Birm.
- Rolands, Geo Jas, Prisoner for Debt, Warwick. Adj Nov 16. Hill. Birm, Dec 4 at 12. James & Griffin, Birm.
- Shentall, Chas, Sheffield, Brewer's Clerk. Pet Nov 20. Rodgers. Sheffield, Dec 6 at 1. Newbould & Gould, Sheffield.
- Simpson, David, Gloucester, Mariner. Pet Nov 19. Wilton. Gloucester, Dec 7 at 12. Cooke, Gloucester.
- Silnn, Wm, Sheffield, Tobaccoist. Pet Nov 20. Wake. Sheffield, Dec 6 at 1. Branson & Son, Sheffield.
- Snape, Wm, Birm, out of business. Pet Nov 19. Guest. Birm, Dec 18 at 10. Parry, Birm.
- Speed, Richd, Cherry Willingham, Lincoln, Farmer. Pet Nov 19. Uppley. Lincoln, Dec 5 at 11. Williams, Lincoln.
- Stockley, Wm, Lpool, Scrivener. Pet Nov 14. Lpool, Dec 9 at 11. Tyer, Lpool.
- Tacey, Wm, Brighton, Sussex, Boot Maker. Pet Nov 18. Everahed. Brighton, Dec 7 at 11. Runnacles, Brighton.
- Taylor, Thos, & Jas Griffiths, Bradley, Stafford, Sheet Iron Manufacturers. Pet Nov 18. Hill. Birm, Dec 4 at 12. Watson & Topham, Westbromwich.
- Tompkins, Geo, Prisoner for Debt, Worcester. Adj Nov 12. Hill. Birm, Dec 11 at 12. James & Griffin, Birm.
- Vaughton, Jas, Deepcar, York, Licensed Victualler. Pet Nov 20. Leeds, Dec 4 at 12. Unwin, Sheffield.
- Waite, Saml, Prisoner for Debt, York. Adj Nov 15. Leeds, Dec 9 at 11.
- Wall, Thos, Cardiff, Glamorgan, Commercial Traveller. Pet Nov 18. Langley. Cardiff, Dec 3 at 11. Morgan, Cardiff.
- Warrender, Richd, Prisoner for Debt, Manch. Adj Nov 15. Hulton. Salford, Dec 7 at 9.30.
- White, Geo, Dudley, Worcester, Cab Proprietor. Pet Nov 18. Walker. Dudley, Dec 7 at 12. Stokes, Dudley.
- Wilson, Wm, Beilby, York, Potato Merchant. Pet Nov 19 (for pau). Powell. Pocklington, Dec 5 at 12. Silburn, Pocklington.
- Wood, Joseph, Newcastle-upon-Tyne, Grocer. Pet Nov 9. Clayton. Newcastle-upon-Tyne, Dec 7 at 10. Joel, Newcastle-upon-Tyne.
- Wood, Richd, Sheffield, Railway Detective Police Officer. Pet Nov 18. Rodgers. Sheffield, Dec 6 at 1. Woodhead, Doncaster.
- TUESDAY, Nov. 26, 1867.
To Surrender in London.
- Barlow, Robt Adene, Boundary-rd, Hampstead, Gent. Pet Nov 22. Dec 16 at 1. Farrer, Carter-lane.
- Bannister, Apolph, Prisoner for Debt, London. Adj Nov 19. Roche. Dec 18 at 12.
- Bishop, Chas, North Woolwich, Kent, Licensed Victualler. Adj Nov 20. Dec 16 at 1.
- Blanchard, Wm Thos, Sarah-pl, Creek-rd, Deptford, Lighterman. Pet Nov 22. Dec 16 at 12. Chaik, Moorgate-st.
- Brookes, David, Prisoner for Debt, London. Adj Nov 19. Roche. Dec 18 at 12.
- Byrne, Patrick, Prisoner for Debt, London. Pet Nov 21 (for pau). Pepys. Dec 12 at 1. George, Bishopgate-st.
- Catchpole, Wm Smith, Prisoner for Debt, London. Adj Nov 16. Dec 16 at 1.
- Clarke, Wm Shuttleworth, Benington, Oxford, Coal Merchant. Pet Nov 8. Dec 18 at 1. White & Son, Bedford-row.
- Clarke, Walter, Worcester, out of business. Pet Nov 16. Roche. Dec 9 at 1. Sole & Co, Aldermanbury.

Cockrell, Geo, Melbourne-ter, Lancaster-rd, Notting-hill, Carpenter. Pet Nov 21. Pepps. Dec 12 at 12. Dobie, Basinghall-st.
 Cole, Fredk, Newington-butts, Surrey, Manager to a Brewer. Pet Nov 21. Roche. Dec 9 at 1. Dobie, Basinghall-st.
 Collins, Hy, Ipswich, Suffolk, Traveller. Pet Nov 23. Roche. Dec 11 at 11. Shirreff & Son, Fenchurch-st.
 Collins, Jas, Prisoner for Debt, London. Adj Nov 19. Roche. Dec 18 at 12.
 Coppock, (Sam), Prisoner for Debt, London. Adj Nov 19. Roche. Dec 18 at 12.
 Creighton, Michael Angelo, Serjeants'-inn, Fleet-st, Clerk. Pet Nov 21. Murray. Dec 9 at 1. Roberts, Bedford-row.
 Debon, Saml Hy, Church-passage, Gresham-st, Warehouseman. Pet Nov 18. Dec 11 at 1. Wilkins & Co, St Swithin's-lane.
 Drake, Jas, Prisoner for Debt, London. Adj Nov 16. Nov 16 at 1.
 Farrow, Wm Hy, Prisoner for Debt, London. Adj Nov 16. Roche. Dec 18 at 1.
 Foster, Geo, Edmonton, Licensed Victualler. Pet Nov 22. Roche. Dec 9 at 1. Wetherfield & Norton, Gresham-buildings, Guildhall.
 Gibbs, John, Theresa-pl, Hackney, Furniture Dealer. Pet Nov 22. Roche. Dec 11 at 11. Steadman, London-wall.
 Griffin, Wm Carol, Prisoner for Debt, London. Adj Nov 19. Dec 18 at 1.
 Hamilton, Fredk, Golden-lane, Engineer. Pet Nov 23. [Dec 18 at 1. Poole, Bartholomew-close.
 Harding, Hy, Elys Davy's-rd, West Croydon, Baker. Pet Nov 20. Pepps. Dec 10 at 11. Daniels & Co, Fore-st.
 Hayne, Saml Holditch Thos, Prisoner for Debt, London. Adj Nov 20. Roche. Dec 18 at 12.
 Hudson, Saml, Prisoner for Debt, London. Adj Nov 16. Dec 16 at 1.
 Lamb, John, Colehill-st, Pimlico, Messenger. Pet Nov 20. Dec 16 at 11. Lloyd, Coleman-st.
 Olley, Wm, Medecale-rd, Enfield, Engineer. Pet Nov 21. Dec 16 at 12. Pecknam, Doctors'-commons.
 O'Sullivan, Thos, St Paul's-rd, Waltham, out of employment. Pet Nov 21. Pepps. Dec 12 at 13. Pittman, Guildhall-chambers Basinghall-st.
 Palmer, Walter Hy, Tyscoe-st, Clerkenwell, Surveyor. Adj Nov 19. Roche. Dec 18 at 12. Parkyn, Basinghall-st.
 Parker, Chas Thos, Prisoner for Debt, London. Pet Nov 20 (for pau). Brougham. Dec 16 at 11. Dobie, Basinghall-st.
 Philo, John, Queen's-pl, Blackheath-rd, Greenwich, Printer. Pet Nov 13. Roche. Dec 11 at 11. Delmar, Three King-et, Lombard-st.
 Reper, Jas, York-st, St James's, Lodging-house Keeper. Pet Nov 22. Roche. Dec 11 at 11. Lloyd, Coleman-st.
 Ruiz, Frederic Roberts, Crozier-et, Lambeth, Mineral Water Manufacturer. Pet Nov 23. Dec 18 at 1. Pearpoint, Leicester-sq.
 Sennett, Wm John Hitchens, & Alfred Davis, Plymouth, Devon, Ironmongers. Pet Nov 22. Pepps. Dec 12 at 1. Rooks & Co, Eastcheap.
 Shapland, Eliza, Prisoner for Debt, Maidstone. Adj Nov 20. Roche. Dec 18 at 1.
 Shapland, Hy, Prisoner for Debt, Maidstone. Adj Nov 20. Roche. Dec 18 at 1.
 Shepherd, John Bax, Bucklersbury, Surveyor. Adj Nov 19. Roche. Dec 18 at 1.
 Sieman, Richd Quin, Prisoner for Debt, London. Adj Nov 16. Pepps. Dec 12 at 1.
 Smith, Robt, Prisoner for Debt, London. Pet Nov 23 (for pau). Pepps. Dec 18 at 1. Pittman, Guildhall-chambers, Basinghall-st.
 Tickell, Hy, Barry-et, St Mary Ax, Wine Merchant. Pet Nov 20. Pepps. Dec 10 at 11. Pittman, Guildhall-chambers.
 Tucker, Geo, Prisoner for Debt, London. Adj Nov 16. Pepps. Dec 12 at 2.
 Wakeling, Jas, Junction-st, Kentish-town, Blacksmith. Pet Nov 21. Dec 16 at 11. Nind, Basinghall-st.
 Watkins, Joseph, Prisoner for Debt, London. Adj Nov 18. Roche. Dec 18 at 1.
 Waters, Robt Short, South-et, Kensington, Land Agent. Pet Nov 22. Dec 16 at 12. Lewis & Lewis, Ely-pl.
 Westwood, Nathaniel Wm, Prisoner for Debt, London. Pet Nov 19. (for pau). Pepps. Dec 12 at 2. George, Bishopsgate-st Within.
 Willis, Geo Alfred, Prisoner for Debt, London. Adj Nov 19. Roche. Dec 18 at 1.

To Surrender in the Country.

Ashton, Hy, Coat Aston, Derby, Labourer. Pet Nov 22. Wake. Chesterfield, Dec 9 at 11. Binney & Son, Sheffield.
 Bailey, Thos, Heigham, Norwich, Carpenter. Pet Nov 22. Palmer. Norwich, Dec 9 at 11. Stanley, Norwich.
 Beasley, Peter, Prisoner for Debt, Lancaster. Adj Sept 18. Ansdell. St Helen's, Dec 6 at 11.
 Bevan, Jas, Llanelly. Pet Nov 14. Morris. Llanelly, Dec 6 at 11. Jones, Llanelly.
 Biddall, Spink, Bridlington Quay, York, out of business. Pet Nov 22. Leeds. Dec 9 at 11. Simpson, Leeds.
 Bex, Edwd Leader, Bristol, Seamen. Pet Nov 23. Wilde. Bristol. Dec 7 at 11. Abbot & Leonard, Bristol.
 Brown, Peter, Kerseley-heath, Warwick, Watch Escapement Maker. Pet Nov 20. Kirby. Coventry, Dec 13 at 3. Smallbone, Coventry.
 Caseley, Wm, Prisoner for Debt, Worcester. Pet Nov 16 (for pau). Crisp. Worcester. Dec 9 at 11. Devereux, Worcester.
 Cheetham, Thos, Oaken Clough, Limehurst, nr Ashton-under-Lyne, Lancaster, Machinist. Pet Nov 22. Murray. Manch. Dec 9 at 12. Beddies, Manch.
 Cohen, Adolph, Bishop Wearmouth, Durham, Jeweller. Pet Nov 11. Gibson. Newcastle-upon-Tyne, Dec 10 at 12. Eglington, Sunderland.
 Crose, Gawan, Prisoner for Debt, Chester. Adj Nov 15. Lpool, Dec 9 at 11. Best, Lpool.
 Davis, Harriet, Prisoner for Debt, Maidstone. Adj Nov 20. Acworth. Rochester, Dec 13 at 2. Hayward, Rochester.
 Duckers, Joseph, Prisoner for Debt, Chester. Adj Nov 13. Lpool. Dec 9 at 12.
 Dutton, Wm, Crews, Chester, Joiner. Pet Nov 16. Broughton. Crews, Dec 12 at 10. Salt, Tunstall.

Earle, Joseph, Leek, Stafford, Silk Manufacturer. Pet Nov 23. Tudor. Birm. Dec 13 at 12. Redfern, Leek.
 Firth, John, Batley Carr, York, Dealer in India Rubber Goods. Pet Nov 21. Nelson. Dewsbury, Dec 12 at 3. Chadwick & Son, Dewsbury.
 Flewitt, Thos, sen, Ravenhead, Lancaster, Labourer. Pet Nov 21. Ansdell. St Helen's, Dec 10 at 11. Beasley, St Helen's.
 Footitt, Geo, Workop, Nottingham, Tillage Merchant. Pet Nov 13. Leeds, Dec 18 at 12. Hodding, Workop.
 Forty, Hy, Cheltenham, Cemetery Superintendent. Pet Nov 21. Wilde. Bistol, Dec 6 at 11. Marshall, Cheltenham.
 Foulkes, Jane, Lpool, out of business. Pet Nov 20. Hime. Lpool, Dec 6 at 3. Blackhurst, Lpool.
 Gosling, Thos, Bilderstone, Suffolk, Gardener. Pet Nov 15. Newman. Hadleigh, Dec 6 at 3. Bunn, Hadleigh.
 Hall, Levi, Newcastle-upon-Tyne, Wine Merchant. Pet Nov 14. Gibson. Newcastle-upon-Tyne, Dec 10 at 12. Brewis, Newcastle-upon-Tyne.
 Hansell, Joseph, Hanley, Stafford, Cratemaker. Adj Nov 9. Challinor. Hanley, Dec 7 at 11.
 Hart, Michael, Bangor, Carnarvon, Shopkeeper. Pet Nov 14. Jones. Bangor, Dec 16 at 10. Parry, Bangor.
 Howarth, John, Chadderton, Lancaster, Cotton Salesman. Pet Nov 21. Macrae. Manch. Dec 6 at 11. Clark, Oldham.
 Howard, Jas, Dorking, Surrey, Fruiterer. Pet Nov 21. Hart. Dorking, Dec 5 at 3. Harrowell, Epson.
 Huddleston, Jas Hartley, Holborn-hill, Cumberland, Grocer. Pet Nov 22. Gibson. Newcastle-upon-Tyne, Dec 10 at 12. Bousfield, Newcastle-upon-Tyne.
 Humphreys, Geo, Wrexham, Denbigh, Provision Dealer. Pet Nov 21. Edgworth. Wrexham, Dec 11 at 11. Jones, Wrexham.
 Hutchinson, Peter, Scotch Corner, York, Farmer. Pet Nov 23. Tomlin. Richmond, Dec 10 at 11. Robinson, Richmond.
 Jackson, Harry, Leicester, Elastic Web Weaver. Pet Nov 20. Ingram. Leicester. Dec 21 at 10. Ostow, Leicester.
 Jones, Wm Hy, Lpool, Metal Merchant. Pet Nov 23. Lpool, Dec 16 at 11. Pemberton, Lpool.
 Kelly, Jas, Prisoner for Debt, Lancaster. Adj Nov 14. Murray. Manch. Dec 10 at 11.
 Kirkham, Thos, Monk's Coppenhall, Chester, out of business. Pet Nov 21. Crowe, Dec 12 at 10. Sheppard, Crews.
 Landon, Geo, Richard's Castle, Hereford, Clerk in Holy Orders. Pet Nov 23. Hill. Birm. Dec 11 at 12. James and Griffin, Birm.
 Lane, Joshua, Prisoner for Debt, Aylesbury. Adj Nov 15. Darvill. Aylesbury, Nov 30 at 11.
 Lee, John Smith, Prisoner for Debt, Chester. Adj Nov 16. Lpool, Dec 9 at 12.
 Millett, Eli Geo, Steeple Ashton, Wilts, Grocer. Pet Nov 22. Wilde. Bristol, Dec 6 at 11. Shrapnell, Bradford-on-Avon.
 Morgan, Robt Jones, Maidens, nr Newport, Monmouth, Commercial Traveller. Pet Nov 22. Wilde. Bristol, Dec 6 at 11. Press & Co Bristol.
 North, Wm, Rothley, Leicester, Farmer. Pet Nov 23. Tudor. Birm. Dec 10 at 11. Arnall, Nottingham.
 Proudeley, Joseph, Prisoner for Debt, Walton. Pet Nov 13 (for pau). Hime. Lpool, Dec 6 at 3. Grocott, Lpool.
 Reynolds, Richd, Lpool, Car Proprietor. Pet Nov 20. Hime. Lpool, Dec 9 at 3. Barker, Lpool.
 Saunders, Wm Geo, St Stephen's-in-Branwell, Cornwall, Schoolmaster. Pet Nov 20. Carlyn. St Austell, Dec 7 at 11. Meredith, St Austell.
 Sheasby, John, Prisoner for Debt, Warwick. Adj Nov 21. Kirby. Coventry, Dec 12 at 3.
 Smith, Danl, Luton, Straw Bonnet Blocker. Pet Nov 20. Austin. Luton, Dec 6 at 10. Bailey, Luton.
 Sorsby, Jas, Prisoner for Debt, York. Adj Nov 20. Shirley. Doncaster, Dec 13 at 12. Woodhead, Doncaster.
 Stafford, John, Wellhouse Clough, York, Stone Mason. Pet Nov 1. Jones. Huddersfield, Dec 13 at 10. Sykes, Huddersfield.
 Steadman, Geo, Loxell, nr Birm, General Dealer. Pet Nov 21. Guest. Birm. Dec 13 at 10. Sargent, Birm.
 Stephenson, Geo, Prisoner for Debt, York. Adj Nov 15. Porter. Howden, Nov 28 at 12. Bell & Leak, Kingston-upon-Hull.
 Stevenson, Jas, Brighton, out of business. Pet Nov 19. Everahed. Brighton, Dec 7 at 11. Lamb, Brighton.
 Stone, Geo, jun, Tenby, Pembroke, Wine Merchant. Pet Nov 13. Wilde. Bristol, Dec 6 at 11. Gels, Bristol.
 Swift, Alfred, Wadley, York, Beerhouse Keeper. Pet Nov 22. Wake. Sheffield, Dec 13 at 1. Roberts, Sheffield.
 Taylor, Wm Thompson, jun, Kingston-upon-Hull, Innkeeper's Barman. Pet Nov 20. Phillips. Kingston-upon-Hull, Dec 9 at 11. Leak, Hull.
 Thomas, Alex, Ashcott, Somerset, Blacksmith. Pet Nov 20. Levibond. Bridgwater, Dec 11 at 10. Reed & Cook, Bridgwater.
 Thomas, Jas, Hakin, Pembroke, Ship Builder. Pet Nov 19. Summers. Haverfordwest, Dec 7 at 10. Price.
 Townson, Geo, Darsmouth, Devon, Licensed Victualler. Pet Nov 23. Bryett. Totnes, Dec 14 at 12. Michellmore, Totnes.
 Wainwright, Thos, Birm, out of business. Pet Nov 21. Guest. Birm. Dec 13 at 10. Stubbs & Fowke, Birm.
 Wallhead, Thos, Sunderland, Durham, out of business. Pet Nov 16. Marshall. Sunderland, Dec 11 at 2. Haswell, Sunderland.
 Walshaw, David, Batley, York, Rag Merchant. Pet Nov 21. Nelson. Dewsbury, Dec 12 at 3. Ibbserson, Dewsbury.
 Walters, Joseph, Kidderminster, Worcester, Coal Merchant. Pet Nov 21. Talbot. Kidderminster, Dec 7 at 11. Corbet, Kidderminster.
 Wardle, Richd, Newcastle-upon-Tyne, Commercial Traveller. Pet Nov 22. Clayton. Newcastle-upon-Tyne, Dec 7 at 10. Brewis, Newcastle-upon-Tyne.
 Whison, Thos, Northwindingfield, Derby, Blacksmith. Pet Nov 19. Wake. Chesterfield, Dec 9 at 11. Cutts, Chesterfield.
 Whiteley, Robt, Barnsley, York, out of business. Pet Nov 21. Shephard. Barnsley, Dec 10 at 11. Hamer, Barnsley.
 Whittaker, Robt, Manch, Wine Merchant. Pet Nov 23. Murray. Manch, Dec 9 at 11. Fox, Manch.
 Williams, John Owen, Liwyngwili, Merioneth, Innkeeper. Pet Nov 18. Walker. Dolgelly, Dec 8 at 10. Williams, Dolgelly.

Williams, John, Prisoner for Debt, Beaumaris. Adj Nov 11. Dew.
Llangefni, Dec 5 at 11. Griffith, Holyhead.
Wilkinson, Wm, Manx, Beer Retailer. Pet Nov 22. Murray. Manx,
Dec 10 at 11. Chew & Son, Manx.
Woods, Thos, West Hartlepool. Pet Nov 15. Child. Hartlepool,
Dec 11 at 11. Strover, West Hartlepool.

BANKRUPTCY ANNULLED.

FRIDAY, Nov. 23, 1867.

Caseley, John, Aldermanbury, Woolen Merchant. Nov 22.

TUESDAY, Nov. 26, 1866.

Horne, Jacob, Spalding, Lincoln, Grocer. Nov 13.
D'Arcis, Frederic Hilaire, Clarendon-ter, South Kensington, Editor.
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